

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER



Crossroads of Flagler County

COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

BUNNELL CITY COMMISSION MEETING

Monday, August 14, 2023

7:00 PM

1769 East Moody Boulevard (GSB),
Chambers Room
Bunnell, FL 32110

A. Call Meeting to Order and Pledge Allegiance to the Flag

Roll Call

Invocation for our Military Troops and National Leaders

B. Introductions, Commendations, Proclamations, and Presentations: None

C. Consent Agenda:

C.1. Approval of Warrant

a. August 14, 2023 Warrant

C.2. Approval of Minutes

a. July 24, 2023 City Commission Meeting Minutes

C.3. Request to appoint David Wilhite as a regular member of the Code Enforcement Board for a new three-year term.

C.4. Ratification of Letter of Support Regarding the Distribution of the 2023 Edward Byrne Memorial JAG Program funds.

C.5. Request Approval to Apply for a Waiver to the Annual Water Treatment Plant Permit Fee

D. Public Comments:

Comments regarding items not on the Agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

E. Ordinances: (Legislative):

E.1. Ordinance 2023-15 Requesting to change the Future Land Use Map in the Comprehensive Plan for 0.51+/- acres of land, owned by Coastal Collections LLC, located at 1138 County Road 305 from Flagler County "Mixed Use: Low Intensity"

to City of Bunnell "Commercial-Medium" Future Land Use designation. - First Reading

- E.2. Ordinance 2023-16 Request to change the official zoning map of the City of Bunnell for 0.51+/- acres of land, owned by Coastal Collections LLC, located at 1138 County Road 305 from Flagler County "C-1, Neighborhood Commercial" to City of Bunnell "B-1, Business District". - First Reading
- E.3. Ordinance 2023-17 Amending the Capital Improvements Element of the 2035 Comprehensive Plan - First Reading

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

- H.1. Request Approval for Business Incentive Application for Project Sparks Concrete
- H.2. Request Approval of Contracts 2023-10, 2023-11, 2023-12 and 2023-16 for Continuing Professional Infrastructure Engineering Services

I. Reports:

- **City Clerk**
- **Police Chief**
- **City Attorney**
- **City Manager**
- **Mayor and City Commissioners**

J. Call for Adjournment.

This agenda is subject to change without notice. Please see posted copy at City Hall, and our website www.BunnellCity.us.

NOTICE: If any person decides to appeal any decision made by the City Commission or any of its boards, with respect to any matter considered at any meeting of such boards or commission, he or she will need a record of the proceedings, and for this purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based, 286.0105 Florida Statutes.

Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the City Clerk at (386) 437-7500 at least 48 hours prior to the meeting date.

THE CITY OF BUNNELL IS AN EQUAL OPPORTUNITY SERVICE PROVIDER.

Posted by City Clerk's office on August 7, 2023



City of Bunnell, Florida



City of Bunnell, Florida

ATTACHMENTS:

Description
Proposed Minutes

Type
Minutes

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

BUNNELL CITY COMMISSION MEETING

Monday, July 24, 2023

7:00 PM

1769 East Moody Boulevard (GSB)

Chambers Room

Bunnell, FL 32110

A. Call Meeting to Order and Pledge Allegiance to the Flag

Mayor Robinson called the meeting to order at 7:00 PM and led the Pledge to the Flag.

Roll Call: Mayor Catherine Robinson; Vice Mayor Johns Rogers; Commissioner Tina-Marie Schultz; Commissioner Pete Young; City Attorney Paul Waters; City Manager Alvin B. Jackson; Community Development Director Bernadette Fisher; Finance Director Kristi Moss; Infrastructure Director Dustin Vost; City Engineer Marcus DePasquale; City Clerk Kristen Bates

Excused: Commissioner Tonya Gordon

Invocation for Our Military Troops and National Leaders:

Mayor Robinson led the invocation.

B. Introductions, Commendations, Proclamations, and Presentations: None

C. Consent Agenda:

C.1. Approval of Warrant

a. July 24, 2023 Warrant

C.2. Approval of Minutes

a. July 10, 2023 City Commission Meeting Minutes

C.3. Request Approval to Renew Agreement #2021-08 with Engineered Spray Solutions, LLC's (ESS) for Sanitary Sewer Manhole Inspections and Rehabilitation

Motion: Approve the Consent Agenda

Motion by: Commissioner Schultz

Second by: Commissioner Young

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

D. Public Comments:

Comments regarding items not on the agenda. Citizens are encouraged to speak; however, comments are limited to four (4) minutes.

None

E. Ordinances: (Legislative):

E.1 . Ordinance 2023-13 Requesting the voluntary contraction of the City's Boundary for 42.6+/- acres of property located north of the intersection between State Hwy 11 and County Road 304 - Second Reading

City Attorney Waters read the short title into the record.

Motion: Adopt Ordinance 2023-13 Requesting the voluntary contraction of the City's Boundary for 42.6+/- acres of property located north of the intersection between State Hwy 11 and County Road 304 - Second Reading

Motion by: Vice Mayor Rogers

Second by: Commissioner Young

Board Discussion: Mayor Robinson advised prior to the First Reading Hearing she had been contacted by the applicant, Mrs. Palmer.

Public Discussion: None

Vote: Motion carried unanimously

E.2. Ordinance 2023-14 Requesting to voluntarily annex property totaling 0.51 +/- acres of land, owned by Coastal Collections LLC, located at 1138 County Road 305. – Second Reading

City Attorney Waters read the short title into the record.

Motion: Adopt Ordinance 2023-14 Requesting to voluntarily annex property totaling 0.51 +/- acres of land, owned by Coastal Collections LLC, located at 1138 County Road 305. - Second Reading

Motion by: Commissioner Schultz

Second by: Commissioner Young

Board Discussion: None

Public Discussion: None

Vote: Motion carried unanimously

F. Resolutions: (Legislative): None

G. Old Business: None

H. New Business:

H.1. Request Approval of Engineered Spray Solutions (ESS) FY2023 Ten (10) Manhole Rehab Project Proposal and Purchase Order

This item was introduced by Infrastructure Director Vost.

Motion: Approve Engineered Spray Solutions (ESS) FY2023 Ten (10) Manhole Rehab Project Proposal and Purchase Order

Motion by: Vice Mayor Rogers

Second by: Commissioner Schultz

Board Discussion: Mayor Robinson asked how many manholes the City had. Infrastructure Director Vost stated 350.

Public Discussion: None

Vote: Motion carried unanimously

H.2. Setting the Maximum Millage Rate

This item was introduced by Finance Director Moss. The budget process was explained and the need to adopt a tentative millage rate to comply with the Department of Revenue. This action would set the maximum millage rate the City could adopt; the City can always go lower, but they cannot go higher.

Motion: Approve Setting the FY23/4 Maximum Millage Rate at 8.43 mils

Motion by: Commissioner Young

Second by: Vice Mayor Rogers

Board Discussion: Commissioner Young asked for clarification. Mayor Robinson stated this is the tentative rate to officially start the budget process; during budget hearings the City can adopt a lower rate, but it cannot adopt a lower rate. Vice Mayor Rogers stated he has received many calls about the City doing another millage rate increase; he would like the City to do all possible to ensure that no more than a ½ mil increase may be needed. Commissioner Schultz stated she has received several calls as well. She is concerned about continued rate increases for the City and hopes the City finds a better solution than a one mil increase. Commissioner Young said this was just a starting point; citizens need to realize and understand how much it costs to provide the service they get. He further advised they need to attend the workshops, so they know the costs the City is facing. Vice Mayor Rogers stated citizens will attend those meetings and the City needs to give citizens as much value for the money they pay in taxes. Mayor Robinson advised “we all live in Bunnell” and know how this impacts people. This is the first step of the budget process so staff can go to work “to pull rabbits of the hat” to prepare a budget to address all the City’s needs.

Public Discussion: Richard Scott (Fairway Ct.; Grand Reserve) stated he was very surprised the City is considering a one mil increase. With property values increasing and more houses being built in Grand Reserve, the City should be getting the revenue it needs to operate with little to no millage increase. He advised Palm Coast actually rolled back their rate and while they may be a bigger jurisdiction, they still did it. He stated Bunnell needs to learn to live on its existing revenue. The residents in Grand Reserve pay a lot of money to live there. He feels raising taxes will hinder growth and stop people moving to the City. The increased costs the City is facing should be able to be covered by no more than a ½ mil increase or with the current revenues.

Vote: Motion carried 3 to 1

Yes: Mayor Robinson; Vice Mayor Rogers; Commissioner Young

No: Commissioner Schultz

I. Reports:

- **City Clerk** – The Solid Waste Fee and Enterprise Budget Workshop will be Monday, August 7th at 6:00 PM. The General Fund Budget Workshop will be Thursday, August 17th at 6:00PM.
- **Police Chief**- None

- **City Attorney-** None
- **City Manager-** Discussed the ½ Cent Public Infrastructure Sales Tax the County would like to institute. The Flagler County Board of County Commissioners is looking for letters of support from the municipalities before they take the action needed to place this on an Election Ballot.

There was discussion by the Commission. Vice Mayor Rogers and Commissioner Schultz stated this is not something they could support. Both stated the citizens of Bunnell and the County already have too many expenses and this would create an additional burden on them. Commissioner Young stated it should be considered as the City needs the assistance with funding infrastructure projects and repairs; anyone visiting the County and making purchases would pay the tax.
- **Mayor and City Commissioners**
 - **Commissioner Schultz** – None
 - **Commissioner Young** – thanked the Chief for the event the Police Department and PAL hosted. It was hot but people had fun.
 - **Vice Mayor Rogers-** None
 - **Mayor Robinson** – thanked Vice Mayor Rogers for covering the July 10, 2023 Meeting while she was out-of-town.

J. Call for Adjournment.

Motion: Adjourn

Motion by: Vice Mayor Rogers

Seconded by: Commissioner Schultz

Vote: Motion carried unanimously

Meeting adjourned at 7:40 PM

Catherine D. Robinson, Mayor

Kristen Bates, CMC, City Clerk

Date

Date

*****The City adopts summary minutes. Audio files in official City records are retained according to the Florida Department of State GS1-SL records retention schedule*****



City of Bunnell, Florida

Agenda Item No. C.3.

Document Date: 7/18/2023 Amount:
Department: Community Development Account #:
Subject: Request to appoint David Wilhite as a regular member of the Code Enforcement Board for a new three-year term.
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
Volunteer Board Application - David Wilhite	Exhibit

Summary/Highlights:

This is a request to appoint David Wilhite as a member of the Code Enforcement Board.

Background:

The Code Enforcement Board hasn't had a full board since a seat was vacated in July 2021. The term for the vacated seat was to reset in 2022. Since the seat has been vacant for such an extended period of time, the term will be reset to a new three year term with is appointment.

From Bunnell Code of Ordinance Sec. 2-131. - Created; organization.

(a) There is hereby created a Code Enforcement Board of the City of Bunnell, Florida, which shall consist of five members appointed by the board of city commissioners by a majority vote. All members of the enforcement board must be residents of the City of Bunnell, Florida.

David Wilhite has been a resident and property owner in the City of Bunnell for three (3) years and has served on a Bunnell board/committee in the past. He is a business owner and a Florida Certified Contractor within the City as well.

Mr. Wilhite meets the requirements listed above to serve on the Code Enforcement Board.

Staff Recommendation:

Appoint David Wilhite to serve a three-year term as a regular member on the Code Enforcement Board with the term expiring in August 2026.

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:



VOLUNTEER BOARD OR COMMITTEE APPLICATION

(Please fill out form completely)

Name: DAVID Withite

Physical address (home or business if business owner):
850 E LAMBERT ST BUNNELL

Mailing address: PO Box 2641 BUNNELL

Best Contact Phone #: 386.527.4585

E-Mail: dwithitebuilder@gmail.com

Occupation: Builder

Are you registered to vote in the City of Bunnell? Yes No

of years a City resident: 3 I: Own or Rent

of years Bunnell Business owner: 3

My Business is in the City Yes No

I Own Rent the property where my business is located.

Board/Committee/Task Force applying for:

- Citizens Advisory Task Force
- Code Enforcement Board
- _____
- Planning, Zoning & Appeals Board

Please describe your professional and/or volunteer experience or background which best qualifies you for selection to this advisory committee: _____

HOME OWNER - BUS. OWNER FL CERTIFIED CONTRACTOR (ADC-1255023)
WORKED IN PERMITTING ZONING IN BUNNELL

I have attended 10-12 City meetings (Commission &/or Volunteer Board) in the last 2 years

Have you ever served on a Bunnell board/committee in the past? Yes No

If yes, please list the board/committee and the year/range you served: _____

I hereby acknowledge I understand the responsibilities associated with being a Board member and I have adequate time to serve as a Board member. I will become familiar with and abide by the Florida Sunshine Law, and I understand all my comments as a Board member are a matter of public record. If appointed for membership to the Code Enforcement Board or Planning, Zoning and Appeals Board, I understand I shall file a limited financial disclosure each year and that filing late may result in a fine.

Signature:  Date: 6-14-23



City of Bunnell, Florida

Agenda Item No. C.4.

Document Date: 7/20/2023 Amount:
Department: City Clerk Account #:
Subject: Ratification of Letter of Support Regarding the Distribution of the 2023
Edward Byrne Memorial JAG Program funds.
Agenda Section: Consent Agenda:

ATTACHMENTS:

Description	Type
Letter of Support	Exhibit

Summary/Highlights:

This is a request to ratify a letter of support signed by the Mayor on behalf of the City regarding the Flagler County Sheriff's Office application to the FY 2023 Edward Byrne Memorial JAG Program funds.

Background:

The deadline for the return of this letter (August 11, 2023) was after the next possible Commission Meeting for the entire Commission to hear and approve the sending of the letter of support in accordance with the agenda preparation and publication deadlines. Because the City received short notice regarding the need for this letter of support, the Mayor signed the attached letter, including language previously drafted by the City Attorney for similar letters.

The statement states the letter needs to be ratified by the entire Commission and if not ratified, notification will be provided to the appropriate agency.

This is a request to ratify the letter already signed by the Mayor to meet the Program deadlines but still be in compliance with the City Charter.

Staff Recommendation:

Ratification of the letter of support for the Flagler County Sheriff's Office.

City Attorney Review:

Approved

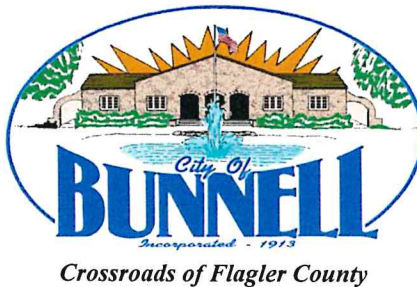
Finance Department Review/Recommendation:

City Manager Review/Recommendation:

CATHERINE D. ROBINSON
MAYOR

JOHN ROGERS
VICE-MAYOR

DR. ALVIN B. JACKSON, JR.
CITY MANAGER



COMMISSIONERS:

TONYA GORDON

TINA-MARIE SCHULTZ

PETE YOUNG

July 24, 2023

Mr. Cody Menacof
Bureau Chief
Office of Criminal Justice Grants
Florida Department of Law Enforcement
P.O. Box 1489
Tallahassee, FL 32302-1489

Dear Mr. Menacof,

In compliance with State of Florida Rule 11D-9, F.A.C., the City of Bunnell approves the distribution of \$48,988.00 of Federal Fiscal Year 2022 Edward Byrne Memorial JAG Program funds for the following project:

<u>Recipient/Implementing Agency</u>	<u>Purpose or Project Title</u>	<u>Amount</u>
Flagler County/Flagler County Sheriff's Office	Countywide Narcotics Enforcement	\$48,988.00

Thank you in advance for your time and consideration in this matter. This important funding will assist us in making our communities safer as we continue to address the critical needs associated with trying to eradicate criminal drug activity.

Sincerely,

Catherine D. Robinson, Mayor
City of Bunnell

Please note that due to the short notice of the request for this letter of support, I have signed this letter prior to receiving approval by the Bunnell City Commission. As a result, this letter of support is subject to final ratification by the Bunnell City Commission at its next meeting which is August 14, 2023. While I do not anticipate it, if the Commission chooses not to ratify this letter of support, the City will notify you. If you hear nothing, please take that as the Commission's ratification of this letter of support. Please don't take these technicalities to mean that this letter is anything other than full support for this project; rather, this is mentioned only in an attempt to comply with the letter and spirit of the City's Charter and governing ordinances.



City of Bunnell, Florida

Agenda Item No. C.5.

Document Date: 7/21/2023 Amount:
Department: Infrastructure Account #:
Subject: Request Approval to Apply for a Waiver to the Annual Water Treatment Plant Permit Fee
Agenda Section: Consent Agenda:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Drinking Water Annual Fee Waiver Guidance and Request Form	Exhibit
Letter from Florida Department of Revenue: Exemption from Ad Valorem Taxation	Exhibit
WTP Annual Fee invoice	Invoice

Summary/Highlights:

Staff is requesting approval for Mayor Robinson's signature on the Water Treatment Plant (WTP) permit fee waiver request. Mayor Robinson is the authorized individual for the City's WTP permit.

Background:

The city is eligible for a reduction in the Water Treatment Plant annual permit fee as a municipality with a population less than 25,000 and with a per taxable value less than the statewide average for the current fiscal year. This fee waiving request is completed each year to assist with reducing fiscal hardship. The City's fees are reduced to \$100 or waived completely.

Staff Recommendation:

Approve the Mayor's signature on the request which certifies that the payment fee is a fiscal hardship to the city supported by documentation that the conditions for a fee waiver have been met.

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Drinking Water Annual Fee Waiver Guidance for the period of **July 2023 - June 2024**

The following guidance addresses Drinking Water Annual Fee Waiver pursuant to [Florida Statute 218.075](#)

Key Points:

1. Application for a fee waiver must be submitted every year.
 2. For a waiver request for the period July 2023 to June 2024, documentation from the Florida Department of Revenue must be from the **Ad Valorem Data Book 2022**.
 3. A waiver application must include a copy of the 2023-2024 drinking water fee invoice; therefore, waiver requests will **NOT** be accepted until invoices go out **July 17, 2023**. You may download documentation from the Florida Department of Revenue before that date.
-
1. The **form on page 2**, 'Request to Waive a Current Drinking Water Annual Fee' **identifies the criteria for a waiver of the annual fee** pursuant to Section 218.075, F.S. The governing body signing the worksheet certifies the cost of the annual fee is a fiscal hardship to the municipality by identifying which criteria is being claimed. Backup documentation for this claim is required in most cases. See items 2 and 3 below.
 2. Economic Criteria – Communities commonly apply under the economic criteria in Section 218.075(1): "Per capita taxable value is less than the statewide average for the current fiscal year."
Supporting documentation for this provision, as well as Section 218.075(2) and (4), may be obtained from the Florida Department of Revenue at:
<https://floridarevenue.com/property/Pages/Cofficial.aspx>
See the **Permit Fee Reduction Memos** in the middle of the web page.
 3. Financial Criteria – Section 218.075(5) is "a state of financial emergency". Supporting documentation for this provision can be determined by referring to Section 218.503(1). For Section 218.075(3) please refer to the worksheet.
 4. Invoice – The waiver application applies only to the current fiscal year. A new waiver application is required each year.
 5. Payment – Approved waiver applications mean the fee is waived in full.
Please do not send any payment or fee with your waiver application.
 6. Request –Applicants should submit the following three items:
 1. **Documentation** supporting the claim.
 2. The completed request **worksheet** (*attached below*).
 3. A copy of the **invoice**.

Please scan and submit these three items as one document. Thank you.

Please e-mail completed applications to **PWS_Annual_Fees@dep.state.fl.us**

**Request to Waive a Current Drinking Water Annual Fee
Pursuant to Section 218.075, F.S.**

Applicant

PWS ID: 2180134 System Name: City of Bunnell Water Plant

Name of County, Municipality, or entity thereof:

City of Bunnell

Authorized Representative: Catherine D. Robinson, Mayor

Mailing Address: P.O. Box 756

City: Bunnell State: FL Zip Code: 32110

Telephone: (386) 437-7511 E-mail: crobinson@bunnellcity.us

The undersigned hereby certifies that the above local government meets the population requirements of Section 218.075, F.S., and **(check all the following that apply to your claim):**

The above individual is the applicant for a County, Municipality, or created entity thereof for which this fee waiver is sought and qualifies for a fee waiver for the period **July 1, 2023** through **June 30, 2024** due to one or more of the following factors:

- (1) The per capita taxable value is less than the statewide average for the current fiscal year;
- (2) The percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average for the current fiscal year;
- (3) Ad valorem operating millage rate for the current fiscal year is greater than 8 mills;
**Note: The Department of Revenue does NOT decide qualification for fee waiver. The Department of Environmental Protection will be the reviewer of all claims.*
- (4) Any condition specified in Section 218.503, F.S. that determines a state of financial emergency;
- (5) A financial condition that is documented in annual financial statements at the end of the current fiscal year and indicates an inability to pay the permit processing fee during that fiscal year.

The above factors are supported by the attached documentation.

Based on this certification, the applicant above hereby requests that the Department of Environmental Protection waive the Drinking Water Annual Operating License Fee for the above County, Municipality, or created entity thereof.

Signature of Applicant: _____

Date: 08/14/2023 **Title:** Mayor



Florida Department of Revenue
Property Tax Oversight

Jim Zingale
Executive Director

5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

April 1, 2023

City of Bunnell
Post Office Box 756
Bunnell, Florida 32110

CITY OF BUNNELL

The table below shows the requested information related to per capita taxable value and the percentage of assessed property that is exempt from ad valorem taxation.

	<u>City of Bunnell</u>	<u>Statewide</u>
Total Just Value	708,691,407	4,178,003,072,446
Total Assessed Value	516,981,464	3,157,765,975,435
Taxable Value	311,548,065	2,588,316,927,391
Exempt Amount	205,433,399	569,449,045,351
Population	3,752	22,276,132
Per Capita Taxable Value Average	83,035	116,192
Percentage of Assessed Value Exempt from Taxation	39.74%	18.03%
Millage	7.4300	
Sources: "Ad Valorem Data Book 2022" (DOR) and "Florida Estimates of Populations 2022" (BEBR)		

Please contact either Lizette Kelly at 850-617-8865 or Lizette.Kelly@floridarevenue.com or Allison Kever at 850-617-8925 or Allison.Kever@floridarevenue.com if you have any questions. Thank you.

Property Tax Oversight, Research & Analysis

ak



Florida Department of Environmental Protection

Bureau of Finance & Accounting

PO Box 3070

Tallahassee, FL 32315-3070

Drinking Water Annual Operating Fee

INVOICE

July 1, 2023 through June 30, 2024

Invoice Number: 75061

Date: 7/17/2023

https://floridadep.gov

Subject: Drinking Water Invoice 2023-2024 DBLAIR@BUNNELLCITY.US

DEB BLAIR
CITY OF BUNNELL UTILITIES
PO BOX 756
BUNNELL, FL 32110

Accounting Information table with fields: Object Code: 002216, Org code: 37 35 40 60 000, Expansion Option: TA, FLAIR Code: 37202526001373504000000020000, PWS # 2180134

Table with 3 columns: PWS #, System Name, Invoice Amount. Row 1: 2180134, BUNNELL WATER PLANT, \$1,000.00

Invoice amount represents only current year fee assessment.

This fee is assessed pursuant to Rule 62-4.053, Florida Administrative Code, and is DUE August 31, 2023. A copy of the rule is found at https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-4.

Payments can be made by check or money order by mail, or by credit card online. To pay online, visit https://www.fldepportal.com/go/pay-invoices and select 'Drinking Water Annual Operating License Fees'. Follow the instructions to register or login.

If you represent a municipality (city/county government) or entity thereof, you may be eligible for a reduction or waiver of processing fees pursuant to Section 218.075, Florida Statutes. For the current waiver guide, please visit: https://floridadep.gov/water/source-drinking-water/documents/drinking-water-annual-fee-waiverreduction-guidance

If you have any questions about this fee, payment, or fee waiver eligibility please e-mail PWS_Annual_Fees@dep.state.fl.us or call (850) 245-8481.

Please Detach This Portion of The Invoice and Return with Your Payment. For Multiple Systems, Please Include the Remittance for Each Invoice.



Invoice Number: 75061
Date: 7/17/2023

Make Payments Payable To: Florida Department of Environmental Protection
Bureau of Finance and Accounting
PO Box 3070
Tallahassee, FL 32315-3070

Pay Online at: https://www.fldepportal.com/go/pay-invoices

Table with 4 columns: PWS #, System Name, Invoice Amount, Remit Amount. Row 1: 2180134, BUNNELL WATER PLANT, \$1,000.00, \$_____

Accounting Information table with fields: Object Code: 002216, Org code: 37 35 40 60 000, Expansion Option: TA, FLAIR Code: 37202526001373504000000020000, PWS # 2180134



City of Bunnell, Florida

Agenda Item No. E.1.

Document Date: 7/13/2023 Amount:
Department: Community Development Account #:
Subject: Ordinance 2023-15 Requesting to change the Future Land Use Map in the Comprehensive Plan for 0.51+/- acres of land, owned by Coastal Collections LLC, located at 1138 County Road 305 from Flagler County "Mixed Use: Low Intensity" to City of Bunnell "Commercial-Medium" Future Land Use designation. - First Reading
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Ordinance 2023-15 1138 County Road 305 FLUM Change	Ordinance
Location Map	Location Map(s)

Summary/Highlights:

The applicant, Charlie Faulkner with Faulkner & Associates Inc, on behalf of the property owner, Coastal Collections LLC, is requesting a small-scale amendment to the City of Bunnell Comprehensive Plan to change the Future Land Use Map (FLUM) designation on a 0.51+/- acre property from the Flagler County "Mixed Use: Low Intensity" to the City of Bunnell "Commercial-Medium (COM-M)" Future Land Use Designation.

There is a companion rezoning request (Ordinance 2023-16) to amend the official zoning map to rezone the property from Flagler County "C-1, Neighborhood Commercial" to City of Bunnell "B-1, Business District".

This property was annexed into the City of Bunnell on July 24, 2023.

Background:

The property owner owns an unincorporated 0.51+/- acre vacant parcel located at 1138 County Road 305 and bearing Parcel ID: 13-12-28-1800-01280-0350 assigned by the Flagler County Property Appraiser's Office. The property owner plans to build a one-story retail commercial building onto the subject property after it is annexed into the City of Bunnell.

The parcel's current FLUM designation is Flagler County "Mixed Use: Low Intensity". This land use designation, according to Policy A.1.1.3(3)(a) in the Flagler County Comprehensive Plan, allows for low to medium density residential with supporting low intensity professional office and neighborhood commercial uses along with supporting recreational and public facility uses.

The proposed FLUM designation is City of Bunnell "Commercial-Medium (COM-M)". According to FLU Policy 9.2 in the City of Bunnell's Comprehensive Plan, this land use designation allows for 60% impervious surface coverage and shall accommodate uses such as general retail, office and service-related uses, business automotive garages and sales, and mega retail. Some other appropriate uses may include multi-family and residential or non-residential mixed uses. This land use designation is an acceptable transition from the unincorporated FLUM designation as it has similar commercial uses while slightly increasing the intensity that is allowed.

Staff Recommendation:

Approve Ordinance 2023-15 Request to amend the Future Land Use Map (FLUM) for the subject property from Flagler County "Mixed Use: Low Intensity" to City of Bunnell "Commercial-Medium".
- First Reading.

City Attorney Review:

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2023-15

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CITY OF BUNNELL COMPREHENSIVE PLAN, AS PREVIOUSLY AMENDED; PROVIDING FOR AMENDMENT TO THE FUTURE LAND USE MAP IN THE FUTURE LAND USE ELEMENT OF THE CITY OF BUNNELL COMPREHENSIVE PLAN RELATIVE TO CERTAIN REAL PROPERTY CONTAINING 0.51+/- ACRES, OWNED BY COASTAL COLLECTIONS LLC, LOCATED AT 1138 COUNTY ROAD 305 IN THE CITY OF BUNNELL LIMITS FROM FLAGLER COUNTY “MIXED USE: LOW INTENSITY” TO CITY OF BUNNELL “COMMERCIAL-MEDIUM (COM-M)”; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ASSIGNMENT OF THE LAND USE DESIGNATION FOR THE PROPERTY; PROVIDING FOR SERVERABILITY; PROVIDING FOR RATIFICATION OF PRIOR ACTS OF THE CITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION AND DIRECTIONS TO THE CODE CODIFIER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the real property which is the subject of this Ordinance is described by Tax Identification Parcel Number: 13-12-28-1800-01280-0350, located in the City of Bunnell; and

WHEREAS, the applicant, Charlie Faulkner with Faulkner & Associates Inc. on behalf of Coastal Collections LLC, has requested this change to the Future Land Use; and

WHEREAS, the City of Bunnell’s Planning, Zoning and Appeals Board, as the City’s local planning agency, held a public hearing on July 6, 2023 to consider amending the Future Land Use Map of the Future Land Use Element of the *City of Bunnell Comprehensive Plan* and recommend approval of the proposed Future Land Use Map amendment to the *Comprehensive Plan* for the subject property as requested by the property owner; and

WHEREAS, Section 163.3187, *Florida Statutes*, relates to the amendment of adopted local government comprehensive plans and sets forth certain requirements relating to small scale amendments and which are related to proposed small-scale development activities and provides, among other things, that such amendments may be approved without regard to statutory limits on the frequency of consideration of amendments to the *City of Bunnell Comprehensive Plan*; and

WHEREAS, the City of Bunnell has complied with all requirements and procedures of Florida law in processing this amendment to the *City of Bunnell Comprehensive Plan* including, but not limited to, Section 163.3187, *Florida Statutes*.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative Findings and Intent.

- (a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City of staff report and City Commission agenda memorandum relating to the application relating to the proposed amendment to the City of Bunnell 2035 *Comprehensive Plan* pertaining to the subject property as well as the recitals (whereas clauses) to this ordinance.
- (b) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.
- (c) This Ordinance is internally consistent with the goals, objectives and policies of the City of Bunnell 2035 *Comprehensive Plan*.
- (d) The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

Section 2. Amendment to Future Land Use Map.

- (a) The Future Land Use Plan Element of the City of Bunnell 2035 *Comprehensive Plan* and the City’s Future Land Use Map are hereby amended by assigning the “Commercial-Medium” land use designation to the real property which is the subject of this Ordinance as set forth herein.
- (b) The property which is the subject of this Comprehensive Plan amendment is described as follows:

LEGAL DESCRIPTION: A PARCEL OF LAND LOCATED IN GOVERNMENT SECTION 16, TOWNSHIP 12 SOUTH, RANGE 29 EAST, BEING ALL OF LOT 35, BLOCK 128, DAYTONA NORTH SUBDIVISION, A SUBDIVISION ACCORDING TO PLAT OR MAP THEREOF DESCRIBED IN PLAT BOOK 10, PAGES 1 THROUGH 15, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF BEGINNING, COMMENCE AT A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 305, A 100 FOOT RIGHT-OF-WAY, SAID POINT OF BEING THE NORTHEAST CORNER OF SAID LOT 35; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 00°22’24” EAST A DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 35; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG THE SOUTHERLY LINE OF SAID LOT 35 SOUTH 88°48’21” WEST A DISTANCE OF 220.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 35; THENCE ALONG THE WESTERLY LINE OF LOT 35 NORTH 00°22’24” WEST A DISTANCE OF 100.00 FEET THE NORTHWEST CORNER OF SAID LOT 35; THENCE ALONG THE NORTHERLY LINE OF LOT 35 NORTH 88°48’21” EAST A DISTANCE OF 220.00 FEET THE NORTHEAST CORNER OF SAID LOT 35 AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 21,997.74 SQUARE FEET, 0.505 ACRES, MORE OR LESS.

PROPERTY ADDRESS: 1138 COUNTY ROAD 305, BUNNELL, FLORIDA 32110

TAX PARCEL IDENTIFICATION NUMBER: 13-12-28-1800-01280-0350

Section 3. Implementing Administrative Actions.

The City Manager, or designee, is hereby authorized to implement the provisions of this Ordinance as deemed appropriate and warranted.

Section 4. Ratification of Prior Actions.

The prior actions of the City Commission and its agencies in enacting and causing amendments to the *2035 Comprehensive Plan of the City of Bunnell*, as well as the implementation thereof, are hereby ratified and affirmed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, it shall not be held or impair the validity of the ordinance or effect of any other action or part of this Ordinance.

Section 6. Conflicts.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. Codification/Instructions to Code Codifier.

It is the intention of the City Commission of the City of Bunnell, Florida, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the codified version of the City of Bunnell *2035 Comprehensive Plan* and/or the *Code of Ordinances of the City of Bunnell*, Florida in terms of amending the Future Land use Map of the City.

Section 8. Effective Date.

The small-scale Comprehensive Plan amendment set forth herein shall not become effective, in accordance with Section 163.3187(5)(c), *Florida Statutes*, until 31 days after the enactment of this Ordinance. If challenged within 30 days after enactment, the small-scale amendment set forth in this Ordinance shall not become effective until the State land planning agency or the Administration Commission, respectively, issues a final order determining that the subject small-scale amendment is in compliance with the controlling State law.

First Reading: approved on this _____ day of _____, 2023

Second Reading/Final Reading: adopted on this _____ day of _____ 2023.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

Attest:

Seal:

Kristen Bates, CMC, City Clerk

Exhibit "A"
Amended Future Land Use Map



Location Map





City of Bunnell, Florida

Agenda Item No. E.2.

Document Date: 7/14/2023 Amount:
Department: Community Development Account #:
Subject: Ordinance 2023-16 Request to change the official zoning map of the City of Bunnell for 0.51+/- acres of land, owned by Coastal Collections LLC, located at 1138 County Road 305 from Flagler County "C-1, Neighborhood Commercial" to City of Bunnell "B-1, Business District". - First Reading
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Increase Economic Base

ATTACHMENTS:

Description	Type
Ordinance 2023-16 1138 County Road 305 Rezoning	Ordinance
Location Map	Location Map(s)

Summary/Highlights:

The applicant, Charlie Faulkner with Faulkner & Associates Inc, on behalf of the property owner, Coastal Collections LLC, is requesting an amendment to the Official Zoning Map to change the zoning on an unincorporated 0.51+/- acre property from the Flagler County "C-1, Neighborhood Commercial" to the City of Bunnell "B-1, Business District".

The subject property has a companion request for a FLUM amendment (Ordinance 2023-15) from Flagler County "Mixed Use: Low Intensity" to City of Bunnell "Commercial-Medium (COM-M)".

In accordance with local noticing requirements, notices were mailed out to adjacent property owners within the City of Bunnell limits as identified by the Property Appraiser website within 300 feet of the subject property on July 26, 2023. Signs providing notice of the First Reading Hearing which included the time, location, and requested action were posted on the subject property on July 26, 2023.

This property was annexed into the City of Bunnell limits on July 24, 2023. When a property is annexed into the City, the zoning has to be amended to be that of the City to adhere to its Land Development Code regulations.

Background:

The property owner owns a 0.51+/- acre vacant parcel located at 1138 County Road 305 and bearing Parcel ID: 13-12-28-1800-01280-0350 assigned by the Flagler County Property Appraiser's Office. The owner plans to build a one-story commercial building on the subject property.

This property is currently zoned Flagler County "C-1, Neighborhood Commercial". The purpose of this zoning district, as described in the Flagler County Land Development Code, is to provide a limited commercial convenience facility, servicing nearby residential neighborhoods, planned and developed as an integral unit. The allowable uses allowed in this zoning district are as follows:

1. Adult congregate living facility
2. Bakeries and similar uses (including preparation of products for sale on the premises).
3. Book and stationary stores.
4. Convenience stores (excluding the sale of distilled spirits with a higher alcoholic content than malt beverages or fermented wines).
5. Day care centers.
6. Hardware stores.
7. Laundry and dry cleaning pickup stations
8. Laundry and dry cleaning self-service establishments.
9. Newstands.
10. Barber shops, beauty shops, shoe repair shops.
11. Pharmacies.
12. Private schools.
13. Professional offices.
14. Medical and dental clinics.
15. One single-family dwelling unit to be used only in conjunction with the operation of a permitted business on the same premises; such single-family dwelling unit shall be an integral and contiguous part of the principal business structure and located behind or above that portion of the business structure devoted to service of the public. The building structure must meet all applicable building codes for the respective residential and commercial uses including fire and public safety laws. In no case shall this permitted use be constructed to allow multifamily development behind or above a strip commercial center.
16. Other commercial uses of a nature similar to those listed may be permitted upon determination by the planning board that such uses are appropriate in the C-1 district. The standard industrial classification manual will be used as a reference for these determinations.

The proposed zoning classification is City of Bunnell "B-1, Business District". The purpose of this zoning district is to guide and regulate commercial uses including personal and business services and general retail business. It is the intent of this district to allow a wide-range of commercial uses, provide for a medium to high concentration of commercial activity, and ensure compatibility with the adjacent properties, and allow the potential for mixed-use commercial and residential development.

The allowable uses in this district are as follows:

1. Any retail business or commercial use which does not involve the manufacturing, harvesting or processing of raw materials.
2. Personal service establishments including, but not limited to, barber shops, beauty salons, shoe repair.
3. Restaurants, cocktail lounges.
4. Hotels, motels, rooming houses, bed and breakfast inns, group homes, nursing homes, day care centers.
5. Hardware or building supply stores without outside storage.
6. Vehicle sales (except seasonal or temporary sales pursuant to subsection 34-117(d), service, parts, fuel and repair.

7. Private clubhouses not operated for gain.
8. Bakery (where goods are prepared for wholesale and/or retail distribution).
9. Dry cleaning, dyeing and laundry establishments.
10. Activities involving the assembly and/or modification of parts which have been manufactured off site to make a completed product. The building area containing these activities shall not exceed 10,000 square feet. This area does not include such uses as offices, display areas, or storage.
11. No outside storage except for whole products to be used outdoors (vehicles, lawn mowers, etc.). Other business related outside storage shall be fully buffered by approved fencing or natural buffers to conceal from public view.
12. Other uses similar in character to those listed above, which will not be noxious or offensive by reason of the emission of odor, dust vibration or noise and will not be injurious to the district.
13. Permanent makeup as defined as: A cosmetic technique which employs tattoos (permanent pigmentation of the dermis) as a means of producing designs that resemble makeup, such as eye lining and other permanent enhancing colors to the skin of the face, lips and eyelids. Also to produce artificial eyebrows and to disguise scars and white spots in the skin such as vitiligo. Also to restore or enhance the breast's areola, such as after breast surgery.
14. Bowling alleys, game rooms or arcades for pool, billiards, and other coin operated machines.
15. Funeral homes with or without crematoriums.
16. Churches and accessory uses.
17. Adult arcade amusement centers in compliance with the Code of Ordinances section 14-121.
18. Tattoo studios or parlors and related uses.

The allowable permitted uses between both zoning districts are similar in nature. The proposed City zoning is an acceptable transition from the rural County commercial zoning with a slight increase to the intensity of the allowable uses. The parcels along County Road 305 that are within City of Bunnell's limits and are adjacent to the subject property are also within the B-1 zoning district, as shown in the Proposed Zoning Map.

Staff Recommendation:

Approve Ordinance 2023-16 Request to amend the City of Bunnell official zoning map from Flagler County "C-1, Neighborhood Commercial" to City of Bunnell "B-1, Business District". - First Reading.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2023-16

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA PROVIDING FOR THE REZONING OF CERTAIN REAL PROPERTY CONTAINING 0.51± ACRES, OWNED BY COASTAL COLLECTIONS LLC, LOCATED AT 1138 COUNTY ROAD 305 IN THE CITY OF BUNNELL LIMITS FROM FLAGLER COUNTY “C-1, NEIGHBORHOOD COMMERCIAL” TO CITY OF BUNNELL “B-1, BUSINESS DISTRICT”; PROVIDING FOR THE TAKING OF IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING FOR THE ADOPTION OF MAPS BY REFERENCE; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR NON-CODIFICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Coastal Collections, LLC, the owner of certain real property, which land totals 0.51± acres in size and is assigned Tax Parcel Identification Number 13-12-28-1800-01280-0350 by the Property Appraiser of Flagler County; and

WHEREAS, Coastal Collections LLC has applied to the City of Bunnell pursuant to the controlling provisions of State law and the *Code of Ordinances of the City of Bunnell*, to have the subject property, totaling 0.51± acres located at 1138 County Road 305, rezoned to the City of Bunnell “B-1, Business District” zoning classification from the Flagler County “C-1, Neighborhood Commercial” zoning classification; and

WHEREAS, the City’s Community Development Department has conducted a thorough review and analysis of the demands upon public facilities and general planning and land development issues should the subject rezoning application be approved and has otherwise reviewed and evaluated the application to determine whether it comports with sound and generally accepted land use planning practices and principles as well as whether the application is consistent with the goals, objectives and policies set forth in the City’s *Comprehensive Plan*; and

WHEREAS, on July 6, 2023 the Planning, Zoning and Appeals Board of the City of Bunnell reviewed this request and recommended approval of the proposed ordinance to the City Commission; and

WHEREAS, professional City planning staff, the City’s Planning, Zoning and Appeals Board, and the City Commission have determined that the proposed rezoning of the subject property as set forth in this ordinance is consistent with the *Comprehensive Plan of the City of Bunnell*, the land development regulations of the City of Bunnell, and the controlling provisions of State law; and

WHEREAS, the City Commission of the City of Bunnell, Florida has taken, as implemented by City staff, all actions relating to the rezoning action set forth herein in accordance with the requirements and procedures mandated by State law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BUNNELL, FLORIDA:

Section 1. Legislative Findings and Intent.

(a) The City Commission of the City of Bunnell hereby adopts and incorporates into this Ordinance the City staff report and City Commission agenda memorandum relating to the application relating to the proposed rezoning of the subject property as well as the recitals (whereas clauses) to this Ordinance.

(b) The City of Bunnell has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

(c) The exhibits to this Ordinance are incorporated herein as if fully set forth herein verbatim.

Section 2. Rezoning of Real Property/Implementing Actions.

(a) Upon enactment of this Ordinance, the following described property, as depicted in Exhibit "A" attached to this Ordinance, and totaling 0.51± acres in size, shall be rezoned to the City of Bunnell "B-1, Business District" zoning classification from the Flagler County "C-1, Neighborhood Commercial" zoning classification:

LEGAL DESCRIPTION: A PARCEL OF LAND LOCATED IN GOVERNMENT SECTION 16, TOWNSHIP 12 SOUTH, RANGE 29 EAST, BEING ALL OF LOT 35, BLOCK 128, DAYTONA NORTH SUBDIVISION, A SUBDIVISION ACCORDING TO PLAT OR MAP THEREOF DESCRIBED IN PLAT BOOK 10, PAGES 1 THROUGH 15, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF BEGINNING, COMMENCE AT A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 305, A 100 FOOT RIGHT-OF-WAY, SAID POINT OF BEING THE NORTHEAST CORNER OF SAID LOT 35; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 00°22'24" EAST A DISTANCE OF 100.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 35; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG THE SOUTHERLY LINE OF SAID LOT 35 SOUTH 88°48'21" WEST A DISTANCE OF 220.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 35; THENCE ALONG THE WESTERLY LINE OF LOT 35 NORTH 00°22'24" WEST A DISTANCE OF 100.00 FEET THE NORTHWEST CORNER OF SAID LOT 35; THENCE ALONG THE NORTHERLY LINE OF LOT 35 NORTH 88°48'21" EAST A DISTANCE OF 220.00 FEET THE NORTHEAST CORNER OF SAID LOT 35 AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 21,997.74 SQUARE FEET, 0.505 ACRES, MORE OR LESS.

PROPERTY ADDRESS: 1138 COUNTY ROAD 305, BUNNELL, FLORIDA 32110

TAX PARCEL IDENTIFICATION NUMBER: 13-12-28-1800-01280-0350

(b) The City Manager, or designee, is hereby authorized to execute any and all documents necessary to formalize approval of the rezoning action taken herein and to revise and amend the Official Zoning Map or Maps of the City of Bunnell as may be appropriate to accomplish the action taken in this Ordinance.

(c) Conditions of development relating to the subject property may be incorporated into the subsequent pertinent development orders and such development orders may be subject to public hearing requirements in accordance with the provisions of controlling law.

Section 3. Incorporation of Maps.

The maps attached to this Ordinance are hereby ratified and affirmed and incorporated into this Ordinance as a substantive part of this Ordinance.

Section 4. Conflicts.

All ordinances or part of ordinances in conflict with this Ordinance are hereby repealed.

Section 5. Severability.

If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this ordinance not otherwise to be invalid, unlawful, or unconstitutional.

Section 6. Non-codification.

This Ordinance shall be not be codified in the *City Code of the City of Bunnell* or the *Land Development Code of the City of Bunnell*; provided, however, that the actions taken herein shall be depicted on the zoning maps of the City of Bunnell by the City Manager, or designee.

Section 7. Effective Date.

This Ordinance shall take effect upon the effective date of Ordinance 2023-15

First Reading: approved on this _____ day of _____, 2023

Second Reading/Final Reading: adopted on this _____ day of _____ 2023.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

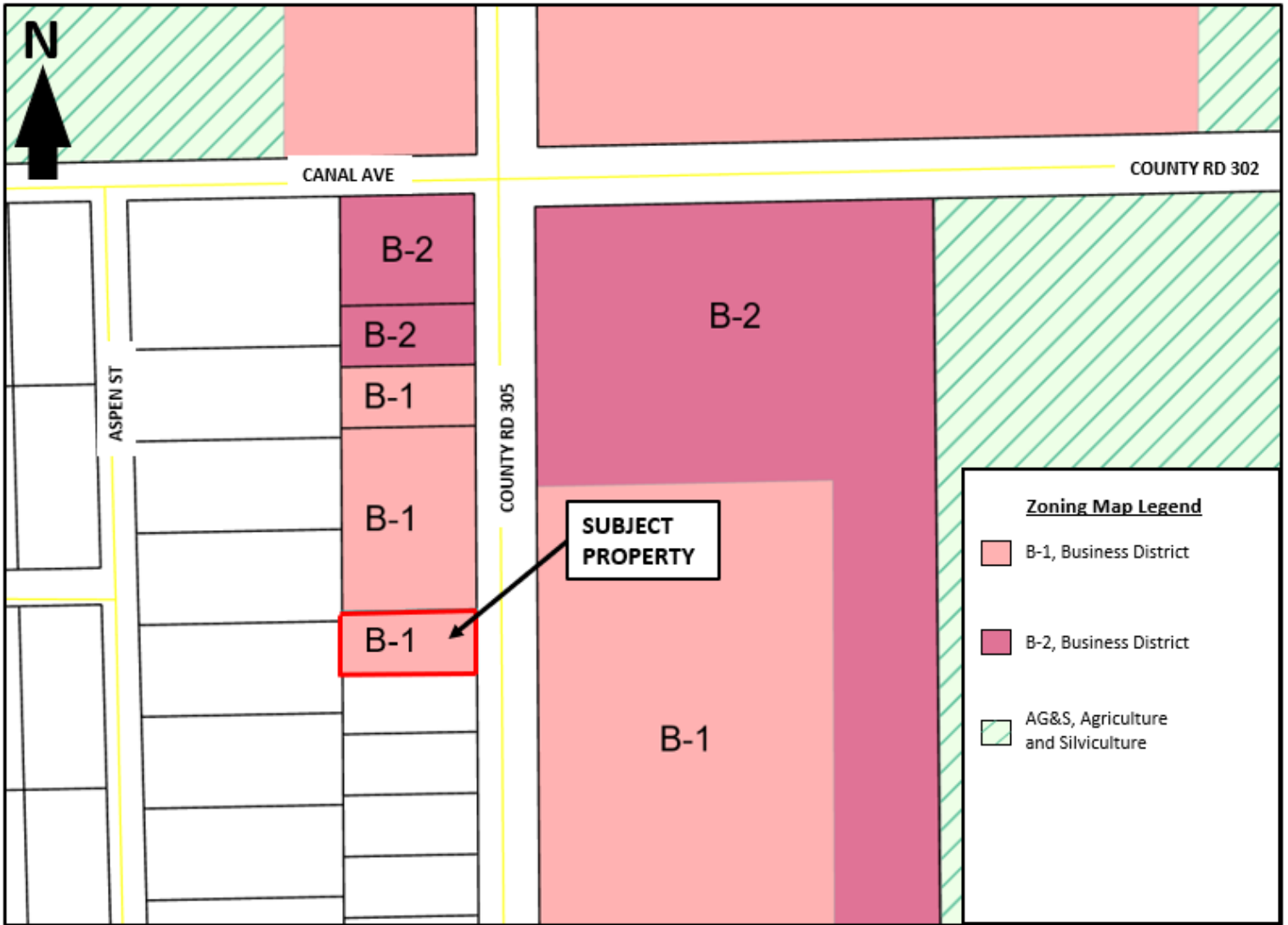
Attest:

Kristen Bates, CMC, City Clerk

Seal:

Exhibit "A"

Amended Zoning Map



Location Map





City of Bunnell, Florida

Agenda Item No. E.3.

Document Date: 3/1/2023 Amount:
Department: Community Development Account #:
Subject: Ordinance 2023-17 Amending the Capital Improvements Element of the
2035 Comprehensive Plan - First Reading
Agenda Section: Ordinances: (Legislative):
Goal/Priority: Financial Stability/Sustainability

ATTACHMENTS:

Description	Type
Proposed Ordinance 2023-17	Ordinance
Capital Improvement Element GOPs 2023	Exhibit
CIP Schedule Fiscal Yr 2023-2024	Exhibit

Summary/Highlights:

This is a request to amend the City's Capital Improvement Element Schedule of the 2035 Comprehensive Plan.

The Planning, Zoning, and Appeals Board heard this request at their August 1, 2023 Meeting. At that meeting, the Planning, Zoning, and Appeals Board voted to recommend approval of the proposed ordinance.

Background:

This is the annual update of the Capital Improvement Element Schedule of the City of Bunnell 2035 Comprehensive Plan.

From Florida Statutes:

163.3177(3)(b), Florida Statutes, the City of Bunnell is required to review and amend its 5-Year Schedule of Capital Improvements on an annual basis. Amendments shall be based on capital outlay required to meet existing deficiencies and to maintain the adopted level of service standards planned for public facilities as identified and adopted within the Capital Improvements Element of the City of Bunnell's 2035 Comprehensive Plan.

Per CIE Policy 1.1.3 of the Capital Improvements Element of the 2035 Comprehensive Plan, a capital improvement shall be defined as a project or study that is self-contained, has a useful life of

at least 10 years, and involves a cost of at least \$10,000.00.

The proposed ordinance updates the 5-year schedule for capital improvements, facility analysis and capital construction expenditures for the City from 2022 through 2027 as defined in the 2035 Comprehensive Plan.

Staff Recommendation:

Approve Ordinance 2023-17 Amending the Capital Improvements Element of the 2035 Comprehensive Plan - First Reading

City Attorney Review:

Approved

Finance Department Review/Recommendation:

City Manager Review/Recommendation:

Approved.

ORDINANCE 2023-17

AN ORDINANCE OF THE CITY OF BUNNELL, FLORIDA AMENDING THE CAPITAL IMPROVEMENTS ELEMENT OF THE 2035 COMPREHENSIVE PLAN PURSUANT TO CHAPTER 163.3177 F.S.; PROVIDING FOR FINDINGS OF CONSISTENCY; PROVIDING FOR CONFLICTING PROVISIONS, SEVERABILITY AND APPLICABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Bunnell is authorized to amend the Capital Improvements Element of the City of Bunnell Comprehensive Plan in the manner set forth herein; and

WHEREAS, the City provided legal notice in accordance with Chapter 166.041(3)(c) F.S. and the City of Bunnell Land Development Code; and

WHEREAS, The Planning, Zoning and Appeals Board recommended approval of the amendment at the August 01, 2023 meeting; and

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, *** shall constitute ellipses to the original text and ~~striketrough~~ shall constitute deletions to the original text.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF BUNNELL:

Section 1. FINDINGS.

Pursuant to 163.3177(3)(b) F.S. the capital improvements element must be reviewed by the local government on an annual basis. Modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan.

Section 2. CITY OF BUNNELL COMPREHENSIVE PLAN AMENDMENT.

The Capital Improvements Element of the City of Bunnell Comprehensive Plan shall be amended as indicated in Appendix A.

Section 3. CONFLICTING PROVISIONS.

All conflicting Ordinances and Resolutions, or parts thereof in conflict with this Ordinance, are hereby superseded by this Ordinance to the extent of such conflicts.

Section 4. SEVERABILITY AND APPLICABILITY.

If any portion of this Ordinance is for any reason held or declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance or any provisions thereof shall be held to be inapplicable to any person, property, or circumstance, such holding shall not affect its applicability to any other person, property, or circumstance.

Section 5. EFFECTIVE DATE.

That this Ordinance shall become effective upon its final adoption.

First Reading: approved on this 14th day of August 2023.

Second Reading: adopted on this _____ day of _____ 2023.

CITY COMMISSION, City of Bunnell, Florida.

By: _____
Catherine D. Robinson, Mayor

Approved for form and content by:

Vose Law Firm, City Attorney

Attest:

Kristen Bates, City Clerk, CMC

Seal:

Appendix A

**Capital Improvements
Element
Goals, Objectives & Policies**

Capital Improvements Element

Goals, Objectives, and Policies

163.3177(3)(a)

Overall Goal

The City of Bunnell shall ensure capital facilities are provided to all residents and service areas of the City in a manner which protects the health, safety, and welfare of the public through use of existing facilities and the timely and efficient provision of new and expanded facilities.

CIE Objective 1.1 Capital Facility Planning

To use the Capital Improvements Element as a planning tool to correct existing deficiencies, replace obsolete or worn-out facilities, and to accommodate desired future growth.

Monitoring and Evaluation of Objective 1.1.

Whether Bunnell updates its Capital Improvement Element and the corresponding Schedule of Capital Improvements (SCI) on an annual basis.

CIE Policy 1.1.1:

As part of the City's annual budget cycle, the Bunnell Community Development Department shall prepare an inventory of concurrency related facilities for the purposes of establishing a five-year SCI.

CIE Policy 1.1.2:

The Schedule of Capital Improvements (SCI) shall be a five-year schedule of capital improvements needed to ensure that Bunnell maintains its adopted level of service standards for all concurrency related facilities.

CIE Policy 1.1.3:

All construction projects in excess of \$10,000 and any study which is expected to result in the determination of capital construction needs shall be included in the Schedule of Capital Improvements.

CIE Policy 1.1.4:

Bunnell may schedule and fund the capital improvements listed in the SCI in the City's Capital Improvement Program and update the Capital Improvement Element annually, by December 1, to ensure that the capital improvements scheduled will maintain or exceed adopted LOS standards over at least the five-year planning horizon.

CIE Policy 1.1.5:

After the adoption of the Capital Improvement Program (CIP), Bunnell shall make any changes necessary to update the Capital Improvements Element (CIE).

CIE Policy 1.1.6:

Bunnell shall annually adopt a capital budget that includes the projects listed in the first year of the Capital Improvement Program and Schedule of Capital Improvements.

CIE Policy 1.1.7:

Bunnell shall make the necessary amendments to the CIE, CIP, and SCI if the date of construction for a project that is relied upon to satisfy adopted LOS standards is changed.

CIE Policy 1.1.8:

Bunnell shall include externally funded projects in its CIE if the projects are relied upon to satisfy adopted LOS standards.

CIE Policy 1.1.9:

To the extent that it helps facilitate capital facility planning, the City's budgeting office shall continue the practice of distributing and collecting department project request forms.

CIE Policy 1.1.10:

Capital improvements shall be evaluated and prioritized according to the following guidelines:

1. Does the capital improvement eliminate possible hazards or protect the health, safety, and welfare of the public or provide the necessary infrastructure as part of a legal requirement or prior commitment?
2. Will the improvement eliminate or correct existing deficiencies, help achieve full use of existing facility, increase capacity of existing facilities to meet future demand, or reduce the necessity for or cost of future improvements?
3. Will or can funds be available for the project? Can operating and maintenance costs associated with the improvement be provided from the annual operating budget?
4. Does the project contribute to or further the achievement of goals, objectives, and policies contained in the elements of this Plan?
5. Will the project provide services to developed areas lacking services, or be a logical extension or expansion of facilities or services within designated service areas?
6. Will the project provide the necessary supporting infrastructure for existing and proposed school facilities in coordination with the Flagler County School Board and the Interlocal Agreement for Public School Facility Planning?

CIE Policy 1.1.11:

The City of Bunnell hereby adopts by reference the following documents and plans:

1. City of Bunnell Schedule of Capital Improvements as included herein.
2. Saint Johns Water Management District's North Florida Regional Water Supply Plan, adopted by the boards of the Saint Johns and Suwanee River Water Management Districts on January 17, 2017.
3. Flagler County School District 2016-2020 Work Plan, adopted by the Flagler County School Board in October, 2015.

CIE Policy 1.1.12:

Flagler Central Commerce Parkway shall not be funded from ad valorem taxes, fees, assessments, or other local tax payer funds.

CIE Objective 1.2 Coordination with Land Uses

To better coordinate land use decisions with available and committed funding sources as identified in capital facility budgets and plans.

Monitoring and Evaluation of Objective 1.2.

Whether the policies adopted under this objective were successfully implemented by the City of Bunnell.

CIE Policy 1.2.1:

Bunnell shall maintain an up-to-date Concurrency Management System (CMS) and implementing provisions in its land development regulations in order to evaluate whether sufficient capacity exists to serve new development and redevelopment.

CIE Policy 1.2.2:

Bunnell shall only issue development orders in accordance with the City's Concurrency Management System in order to ensure that the development will not cause the adopted level of service standard of facilities to not be met.

CIE Policy 1.2.3:

The City shall ensure through its concurrency management system established in the Land Development Regulations that any increase in the demand on the infrastructure generated by the proposed development or redevelopment would not reduce the level of service of such facilities below the adopted standards, or that any infrastructure improvements needed to maintain the adopted level of service will be in place in accordance with the following:

For sewer, solid waste, drainage, and potable water facilities, the facilities must be in place no later than the issuance of the certificate of occupancy.

For parks and recreation facilities, the facilities must be in place no later than one year after the issuance of the certificate of occupancy; however, prior to issuance of the certificate of occupancy either a.) the acreage for such facilities shall be dedicated or acquired; or b.) equivalent funds shall be committed for such purpose.

For all transportation facilities, the facilities needed to serve the new development shall be in place or under actual construction within three years after the local government approves a building permit or its functional equivalent that results in traffic generation.

CIE Policy 1.2.4:

The City shall ensure that adequate water supplies and facilities are available and in place prior to issuing a certificate of occupancy or its functional equivalent.

CIE Policy 1.2.5:

Bunnell shall coordinate proposed land use changes and development with projected fiscal resources and planned capital improvements.

CIE Policy 1.2.6:

The City shall aggressively seek all grant opportunities to fund Capital Improvement Program projects tied to desired land use patterns.

CIE Policy 1.2.7:

Bunnell shall coordinate planning for city improvements with the plans of state agencies, the Saint Johns River Water Management District (SJRWMD), Flagler County and adjacent municipalities when applicable.

CIE Policy 1.2.8:

Bunnell shall construct public facility improvements in a manner that supports efficient, compact, and desirable land development patterns.

CIE Objective 1.3 Level of Service Standards

To ensure that all concurrency related facilities are being maintained at the adopted level of service standard.

Monitoring and Evaluation of Objective 1.3.

Whether all concurrency related facilities are being maintained at the adopted level of service standard.

CIE Policy 1.3.1:

Bunnell shall periodically evaluate its adopted level of service standards to determine if the standards are consistent with the desires of the community and make revisions to the standards as necessary.

CIE Policy 1.3.2:

The City adopts the following minimum peak-hour level of service standards for its roadway network:

- Rural Principal Arterial - LOS standard C
- Rural Minor Arterial - LOS standard D
- Rural Minor Collector (Local & County) – LOS standard C
- Emerging SIS Facilities – LOS standard C.

CIE Policy 1.3.3:

The City's central potable water system shall be capable of distributing 120 gallons per capita per day for those connected to the system (Adopted by Ordinance 2013-09).

CIE Policy 1.3.4:

The City's central sanitary sewer system shall be capable of treating 102.3 gallons per capita per day for those connected to the system (Adopted by Ordinance 2013-09).

CIE Policy 1.3.5:

The City's solid waste system shall be capable of collecting and disposing 9.3 pounds per capita per day.

CIE Policy 1.3.6:

The City's parks and recreation system shall provide at least 3.0 acres of park land per 1,000 residents.

CIE Policy 1.3.7:

The City's stormwater management system shall adequately operate under the conditions of a storm with a 24-hour, 25 year frequency.

CIE Policy 1.3.8:

The City of Bunnell shall utilize the following LOS standards in coordination with the School District to implement School concurrency:

1. Elementary: one hundred percent (100%) of permanent Florida Inventory of School Houses (FISH) capacity with State Requirements for Educational Facilities (SREF) utilization factor;
2. Middle: one hundred percent (100%) of permanent FISH capacity with SREF utilization factor;
3. K-8: one hundred percent (100%) of permanent FISH capacity with SREF utilization factor;
4. High: one hundred percent (100%) of permanent FISH capacity with SREF utilization factor; and
5. Special Purpose: one hundred percent (100%) of permanent FISH capacity with SREF utilization factor.

CIE Policy 1.3.9:

The City, in coordination with the School District, shall allow relocatables to be utilized to maintain the LOS standards on a temporary basis when construction to increase capacity is planned and in process. The temporary capacity provided by relocatables shall not exceed twenty (20%) of the permanent FISH capacity and shall be used for a period not to exceed five (5) years. Relocatables may also be used to accommodate capacity utilized for any specific education/development programs as required by law and/or adopted by the School Board.

CIE Objective 1.4 Proportionate Fair Share Payments and Impact Fees

To maintain a fair system where developers/land owners will bear a proportionate cost of facility improvements necessitated by proposed development in order to adequately maintain adopted level of service standards.

Monitoring and Evaluation of Objective 1.4.

1. Whether the City of Bunnell maintains a proportionate fair share system in its Land Development Code which allows developers to proceed under certain conditions, notwithstanding the failure of concurrency, by contributing their proportionate fair-share of the cost of the facility.
2. Whether the City continues to maintain impact fees which are adequate to pay for its existing capital facilities.

CIE Policy 1.4.1:

Bunnell shall use capital facility cost estimates and/or city-adopted or state approved development impact methodologies to determine and assess proportionate fair share payments and dedications.

CIE Policy 1.4.2:

Bunnell shall periodically evaluate its impact fees to determine if collections are adequate to pay for its existing capital facilities.

CIE Policy 1.4.3:

Bunnell shall continue to support the Flagler County Recreation Impact Fee by verifying that the required fee has been paid prior to the issuance of a development order by the City.

CIE Objective 1.5 Financial Controls

To exercise sound fiscal management practices to ensure the long-term health of the community and to ensure the necessary capital facility improvements are provided for existing and future development.

Monitoring and Evaluation of Objective 1.5.

Whether the City has adopted a financially feasible five-year Capital Improvements Program (Adopted by Ordinance 2013-09).

CIE Policy 1.5.1:

The City shall issue municipal bonds or borrow funds for municipal purposes only to the extent authorized by and subject to the limitations provided for in Florida Statutes and Municipal Home Rule Law.

CIE Policy 1.5.2:

The Financial Services Director shall review all proposed capital improvement projects and make a recommendation to the City Manager concerning the City’s ability to finance such proposals. The recommendation shall include a review of the following:

1. Ability to use an existing revenue stream.
2. Ability to use impact fees or proportionate share payments.
3. Assessment of whether bonding is appropriate and the likelihood of getting a bond approved by voters of the City.
4. Availability of grant funds.

CIE Policy 1.5.3:

The term for repayment of any debt supporting public capital facility improvements shall not exceed the expected and useful life of the facility.

CIE Policy 1.5.4:

Before funding any public capital facility improvement, the City shall assess the impact of maintenance and operations costs anticipated to be generated by that facility.

CIE Policy 1.5.5:

Bunnell shall maximize its use of grant funds as a supplement to local revenue sources.

CIE Policy 1.5.6:

Prior to funding any public capital improvements, the City shall evaluate what opportunities the improvement may create (e.g., the need for sewer or water main extensions shall be considered when roadway improvements are planned in order to minimize the cost and disruption caused by the construction).

CIE Policy 1.5.7:

The City shall replace or renew capital facilities as necessary to protect the public’s health, safety, and welfare, and to ensure that the adopted level of service standards are maintained.

CIE Objective 1.6 Public Expenditures in Designated Flood Prone Areas

To discourage public capital facility improvements in the designated flood prone areas.

Monitoring and Evaluation of Objective 1.6

Whether the policies adopted under this objective were successfully implemented by the City of Bunnell.

CIE Policy 1.6.1:

Bunnell shall fund and construct public capital facility improvements in the designated flood prone areas only to the extent that it supports existing development patterns and will not encourage additional or more intensive development.

CIE Policy 1.6.2:

The designated flood prone areas shall mean those areas inundated by water during a 100 year flood as depicted on the City's flood prone area map.

CIE Policy 1.6.3:

Public expenditures in the designated flood prone area shall be limited to the following:

1. Maintenance of existing facilities.
2. Improvements designed to improve the efficiency of existing facilities.
3. Replacement of obsolete or worn-out facilities.
4. Limited Recreational Facilities.
5. Water quality and supply improvement facilities.
6. New construction and/or expansion of arterial and collector streets.

CIE Policy 1.6.4:

Construction of all public capital facilities must conform to the floodplain regulations adopted by the City of Bunnell.

Schedule of Capital Improvements, FY2022-2027

	Policy/ Plan Implementation	FY22/23	FY23/24	FY24/25	FY25/26	FY26/27	Proposed funding in:
Water System CIP	Infrastructure Element Policy 4.1.4	\$0	\$392,341	\$98,796	\$97,568	\$0 <u>\$146,352</u>	Enterprise Fund
Water System R&R	Infrastructure Element Policy 4.1.4	\$0	\$0	\$0	\$0	<u>\$0</u>	Enterprise Fund
Water Treatment Plant CIP	Infrastructure Element Policy 4.1.4	\$200,000	\$100,000	\$33,800 <u>\$0</u>	\$0	<u>\$0</u>	Enterprise Fund
Water Treatment Plant CIP	Infrastructure Element Policy 4.1.4	\$0	\$500,000	\$0	\$0	<u>\$0</u>	REDI Grant
Sewer System CIP	Infrastructure Element Policy 1.1.8	\$60,000	\$548,000 <u>\$656,000</u>	\$20,000	\$0	<u>\$0</u>	Enterprise Fund
Sewer System CIP	Infrastructure Element Policy 1.1.8	\$0	\$0	\$500,00	\$0	<u>\$0</u>	REDI & HMGP Grants
Sewer Collection System R&R	Infrastructure Element Policy 1.1.8	\$0	\$0	\$131,000 <u>\$0</u>	\$0	<u>\$0</u>	Enterprise Fund
Subtotal (this page)		\$260,000	\$1,540,341 <u>\$1,648,341</u>	\$783,596 <u>\$618,796</u>	\$98,796	\$0 <u>\$146,352</u>	

City of Bunnell
2035 Comprehensive Plan
Capital Improvements Element

Annual CIP Schedule Amendment Adopted with Ordinance 2023-XX

	Policy/ Plan Implementation	<u>FY22/23</u>	<u>FY23/24</u>	<u>FY24/25</u>	<u>FY25/26</u>	<u>FY26/27</u>	Proposed funding in:
Wastewater Treatment Plant CIP	Infrastructure Element Policy 1.1.8	\$6,648,000	\$4,432,000	\$0	\$0	<u>\$0</u>	Enterprise Fund
Wastewater Treatment Plant CIP	Infrastructure Element Policy 1.1.8	\$12,348,000	\$8,232,000 <u>\$10,392,022</u>	\$0	\$0	<u>\$0</u>	SRF / State Grant / ACOE / SJRWMD
Reclaim Water Line CIP	Infrastructure Element Policy 1.2.10	\$0	\$0	\$800,400	\$4,535,600	<u>\$0</u>	Enterprise Fund
Reclaim Water Line CIP	Infrastructure Element Policy 1.2.10	\$0	\$0	\$640,320	\$3,628,480	<u>\$0</u>	USDA / SRF
Stormwater CIP	Infrastructure Element Policy 3.1.1	\$115,000	\$0	\$0	\$0	<u>\$0</u>	General Fund
Stormwater Drainage R&R Hymon Project	Infrastructure Element Policy 3.1.3	\$50,000	\$0	\$0	\$0	<u>\$0</u>	General Fund
Stormwater Drainage R&R Hymon Project	Infrastructure Element Policy 3.1.3	\$688,000	\$0	\$0	\$0	<u>\$0</u>	CDBG
Subtotal (this page)		\$19,849,000	\$12,664,000 <u>14,824,022</u>	\$1,440,720	\$8,164,080	<u>\$0</u>	

City of Bunnell
2035 Comprehensive Plan
Capital Improvements Element

Annual CIP Schedule Amendment Adopted with Ordinance 2023-XX

Street Paving/Resurfacing	Traffic Circulation Element Policy 1.1.1	\$115,000	\$270,000 <u>\$650,000</u>	\$125,000 <u>\$500,000</u>	\$130,000 <u>\$500,000</u>	<u>\$500,000</u>	General Fund
Fiber Optic CIP	N/A	\$30,000	\$30,000	\$30,000	\$30,000	<u>\$0</u>	General Fund
Flagler Central Commerce Parkway	Future Land Use Element Policy 10.3	\$4,000,000	\$1,000,000 <u>\$600,000</u>	\$200,000	\$200,000	<u>\$0</u>	General Fund ¹
Flagler Central Commerce Parkway	Future Land Use Element Policy 10.3	\$1,750,000	\$350,000 <u>\$200,000</u>	\$350,000 <u>\$1,250,000</u>	\$350,000 <u>\$300,000</u>	<u>\$0</u>	Impact Fees for Sewer Infrastructure Construction
Flagler Central Commerce Parkway	Future Land Use Element Policy 10.3	\$1,750,000	\$350,000 <u>\$200,000</u>	\$350,000 <u>\$1,250,000</u>	\$350,000 <u>\$300,000</u>	<u>\$0</u>	Impact Fees for Water Infrastructure Construction
Subtotal (this page)		\$1,845,000	\$2,000,000 <u>\$1,650,000</u>	\$1,055,000 <u>\$3,230,000</u>	\$1,060,000 <u>\$1,330,000</u>	<u>\$500,000</u>	

Parks and Recreation							
Municipal Park Move	ROS Objective 1.1 Level of Service Standards for Parks	\$1,200	\$0	\$0	\$0	<u>\$0</u>	General Fund
JB King Concession Stand Upgrade	ROS Objective 1.1 Level of Service Standards for Parks	\$15,000	\$0	\$0	\$0	<u>\$0</u>	General Fund
City Facility/Buildings							
Design Build - New City Hall	N/A	\$20,000	\$533,795 <u>\$542,654</u>	\$0	\$0	<u>\$0</u>	General Fund
Build New City Hall – 2400 Commerce Parkway	N/A	\$0	\$8,000,000 <u>\$3,949,222</u>	\$0 <u>\$3,949,222</u>	\$0	<u>\$0</u>	General Fund
Historic Coquina Hall Remédiation	FLU Goal 3 Historic Resources	\$0	\$0	\$0	\$0	<u>\$0</u>	General Fund
Subtotal (this page)		\$36,200	\$5,200,000 <u>\$8,533,795</u>	\$0 <u>\$3,949,222</u>	\$0	<u>\$0</u>	

City of Bunnell
2035 Comprehensive Plan
Capital Improvements Element

Annual CIP Schedule Amendment Adopted with Ordinance 2023-XX

Historic Coquina Hall Design	FLU Goal 3 Historic Resources	\$65,000	\$0	\$0	\$0	<u>\$0</u>	General Fund
Historic Coquina Hall Reconstruction	FLU Goal 3 Historic Resources	\$500,000	\$0	\$0	\$0	<u>\$0</u>	Special Category Grant
Public Schools							
<i>No Capacity Improvements Scheduled</i>	N/A	\$0	\$0	\$0	\$0	<u>\$0</u>	General Fund
Grand Total		\$28,355,200	\$20,600,344 <u>\$26,656,158</u>	\$3,279,316 <u>\$9,238,738</u>	\$9,322,876 <u>\$9,592,876</u>	\$0 <u>\$646,352</u>	



City of Bunnell, Florida

Agenda Item No. H.1.

Document Date: 7/21/2023
Department: Community Development
Subject: Request Approval for Business Incentive Application for Project Sparks Concrete
Agenda Section: New Business:
Goal/Priority: Increase Economic Base

Amount: \$27,433.75 in 7 equal payments based on performance
Account #: 001-0552-552.8200

ATTACHMENTS:

Description	Type
Business Incentive Application for Sparks Concrete	Cover Memo

Summary/Highlights:

The City of Bunnell adopted Resolution 2019-23 consistent with Section 166.021(8) Florida Statutes to implement a City of Bunnell Business Incentive Program, for the purpose of providing economic development grants for private enterprises which meet the criteria established under the Resolution.

Background:

Sparks Concrete has submitted an application requesting a Business Incentive Grant For existing business. The Applicant will build a 1,755sqft office building located at 3060 Steel Rail Drive. The business is a Concrete Construction Business. The estimated capital investment is \$1,595,300.00. The applicant scored 20 points under the existing industry category. The project is eligible for 75% of four (4) years of ad valorem and 50% of four (4) years of tangible personal property incentives in the total amount of \$27,433.75 to be paid out over 7 years in the amount of \$3,919.11 per year based on annual performance. The applicant will transfer 8 employees and create another 40 to 50 for a total of 48 to 58 jobs with average wages of \$58,000 + benefits.

Staff Recommendation:

Staff recommends approval for Business Incentive grant to Sparks Concrete, in the total amount \$27,433.75 in 7 equal annual payments of \$3,919.11 based on annual performance.

City Attorney Review:

Approved

Finance Department Review/Recommendation:

Funds are budgeted as part of the FY 2022/23 Budget. Recommend Approval.

City Manager Review/Recommendation:

ESTIMATE OF ECONOMIC DEVELOPMENT
GRANT CALCULATION
Project Sparks

Calculations based on City

Category: New Business

POINTS AWARDED

Target Industry: Fabrication/Manufacturing	2
Capital Investment: \$ 1,595,300.00	4
Facility Size: 1,755 (0 existing +1,755 new)	1
Job Creation: 8 Retained +40-50 new	4
Wages: Average wage \$58,000	4
CRA	0
City Resident:	0
Proximity to Utilities:	5
Total Points	20

The applicant scored 20 points under the Existing Industry Category. This project is eligible for 75% of four (4) years of ad valorem and 50% of four (4) years of tangible personal property incentives in the Total Amt. of \$27,433.75 to be paid out over 7 years in the amount of \$13,775.07 based on annual performance. And expedited permitting.

Total Value of Capital Improvements	\$515,000.00
Multiplied by City Millage rate	0.00743
Annual Ad Valorem Tax (general city portion)	\$3,826.45
75% Annual Ad Valorem Tax(gen. city portion)	0.75
Total Estimated Rebate Per Year	\$2,869.84
Multiplied by # Eligible Years	4
Ad Valorem Tax (general city portion) Estimate =	\$11,479.35

Total Estimated Value of New Tangible Assets	\$1,078,000.00
Multiplied by City Millage rate	0.0074
Annual new tangible business personal property tax (general city portion)	\$7,977.20
50% Annual new tangible business personal property tax(gen. city portion)	0.5
Total Estimated Rebate Per Year	3988.6
Multiplied by # Eligible Years	4
Tangible Business Personal Property Tax (general city portion)	\$15,954.40

REBATE SCHEDULE & PAYOUT:

Total Maximum Possible Incentive:	\$27,433.75
Rebate will consist of 7 annual installments of:	\$3,919.11



APPLICATION
Business Incentive Program

1. BUSINESS INFORMATION

- A. Legal name of the Applicant: **Sparks Concrete LLC**
 DBA: Sparks Concrete & Asphalt
- B. Name of Ultimate Parent Company (if applicable):
 City **Bunnell** State/Province **Florida** Country **USA**
- C. List each Principal Executive Officer, director (or any person who performs a similar function regardless of title) of the Applicant and the Ultimate Parent Company (if applicable), and any person or entity that Controls the Applicant. Attach additional sheets if necessary.

<u>Name</u>	<u>Title or Position</u> ¹	<u>Percent of Ownership</u>
William C Sparks	Manager	100%
Doreen Sparks	Manager	

- D. Applicant's Federal Employer Identification Number:
 (Please complete either the substitute W-9 Form at the end of this application or attach a completed IRS Form W-9.) X
- E. Applicant's Florida Sales Tax Registration Number (if applicable): **N/A**
- F. Total number of new jobs and/or saved jobs (on a Full-Time Equivalent Job Basis). Goal (40-50)
- G. **NEW BUSINESS ONLY:** Is the Applicant an existing resident of Bunnell?

Yes No



2. PROJECT OVERVIEW

A. Which of the following best describes the Applicant:

- New business to Bunnell
- Existing Bunnell business creating and/or retaining jobs
- Speculative Space

B. How many employees of the Applicant, the Ultimate Parent Company and its Subsidiaries (other than the Applicant) will be transferred from other locations in connection with this Project (on a Full-Time Equivalent Job Basis)? 8

C. Please describe the Project, including the specific business activity(ies) of the Project:

We have relocated our current Concrete Construction Company from Port Orange FL, (Volusia Co) to Bunnell FL, (Flagler Co). We have added an Asphalt facility and operation to our existing concrete facility and operation. We plan on having both a sales division for both operations as well as a construction division to perform work.

D. What is the anticipated commencement date of the Project? Current / Ongoing

E. Break down of the Project's primary business activity(ies) and the corresponding wages:

Applicant's Activities	6 Digit NAICS Code(s)	Project Function (total = 100%)	Average Annualized Wage (\$)
Concrete Work	238110	50 %	\$ 350,000
Asphalt Work	237310	25%	\$ 250,000
Concrete and Asphalt material Sales	423320	25 %	\$ 150,000

F. Please provide the address of the proposed permanent location of the Project:

Street Address 3060 Steel Rail Drive

City Bunnell

State FL

Zip Code 32110

G. Will the Project be located in a current underutilized business zone or CRA.

Yes No

H. Which of the following best describes the location of the Project:

- Regional headquarters If it is a regional headquarters, what region?
- National headquarters
- International headquarters
- Not applicable

I. Please provide an estimate of the percentage of goods or services from this Project that will be sold or delivered to customers outside the City of Bunnell: 30 %



3. JOB AND WAGE OVERVIEW

- A. How many new Full-Time Equivalent (FTE) Jobs are projected to be created as part of this project? 40-50
- B. What is the projected annualized average wage (excluding benefits) of the new Full-Time Equivalent Jobs Bunnell jobs created as part of this Project?² \$58,000
- C. What is the projected annualized average cost to the Applicant of benefits for each new Full-Time Equivalent created as part of this Project? \$ 15,000
- D. Please indicate the benefits that are included in the above calculation (e.g., health insurance, 401(k) contributions, paid vacation and sick leave, etc.)? Currently Working on Health Benefits Includes Sick Pay/1 week paid Vacation after 6 months of employment and additional 1 after 2 years.

4. CAPITAL INVESTMENT OVERVIEW

- A. Describe the capital investment in connection with the Project in real and personal property (Examples: construction of new facility; remodeling of facility; upgrading, replacing, or buying new equipment.); Sparks aquired the land and developed it in order to put a batch concrete plant asphalt plant and office building on the property. This will be a full operation for selling materials - concrete and asphalt and be an onsite construction company performing concrete and asphalt construction.
- B. Identify whether the Project be located in a/an:
 - Leased space with renovations or build out
 - Newly constructed building(s) on newly acquired land
 - Newly constructed building(s) on previously acquired land
 - Newly acquired existing building(s) with renovations
 - Addition to previously acquired existing building(s)
 - Other (please describe in 4A above)
- C. List the projected capital investment to be made in Bunnell in connection with this Project (by type and year):

Calendar Year :	2019	2021	2022	2023		Total
Land or Building Purchase	\$400,000	\$	\$	\$	\$	\$400,000
Construction / Renovations	\$	\$15,000	\$	\$100,000	\$	\$115,000
Manufacturing Equipment	\$	\$78,000	\$750,000	\$	\$	\$828,000
R&D Equipment	\$	\$	\$	\$	\$	\$
Other Equipment (computer equipment, office furniture, etc.)	\$	\$	\$	\$250,000	\$	\$250,000
Total Capital Investment	\$400,000	\$93,000	\$750,000	\$350,000	\$	\$1,593,000

- D. What is the estimated square footage of the new or expanded facility?
New Office 1,755 sqft

² All cash payments to the employees (other than reimbursements of business expenses) should be included.
 Revised 11/19 Page 3 of 6



6. DISCLOSURE

- A. In the past 10 years, has (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls or Controlled been convicted of or pled guilty or nolo contendere ("no contest") in a domestic, foreign or military court to any Felony or Misdemeanor involving fraud, false statements or omissions, wrongful taking of property, bribery, perjury, forgery or a conspiracy to commit any of these offenses?

If yes,
Yes No explain?

- B. Is (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, or (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls (a) the subject of a pending criminal prosecution or governmental enforcement action in any jurisdiction or (b) subject to any unsatisfied tax liens in Florida or judgment liens in any jurisdiction in the U.S.?

If yes,
Yes No explain?

- C. In the past 5 years, has (1) the Applicant, the Ultimate Parent Company or any of its Subsidiaries, (2) any Principal Executive Officer of the Applicant or the Ultimate Parent Company or (3) any entity that any Principal Executive Officer of the Applicant or the Ultimate Parent Company Controls or Controlled (a) been named as a DEFENDANT in any civil litigation or arbitration in any jurisdiction, (b) had an application for license, or a license or its equivalent, to practice any profession or occupation denied, suspended or revoked in any jurisdiction, or (c) been subject to a bankruptcy or insolvency petition in any jurisdiction?

If yes,
Yes No explain?



7. CONFIDENTIALITY

In accordance with Section 288.075 of the Florida Statutes, the Applicant may request that the City of Bunnell maintain the confidentiality of all information regarding this project (including information contained in this application) for the lesser of a 12 month period after the date of this application (which may be extended for an additional 12 months upon request), 6 months after the issuance of the final project order approving the project or until the information is otherwise disclosed.

Please indicate whether the Applicant is requesting confidential treatment of this project in accordance with Section 288.075 of the Florida Statutes. (Does not apply to SDST sales tax exemption applicants.)

Yes No

8. SIGNATURES

The undersigned person hereby affirms that he or she has been duly authorized and empowered to verify, execute and deliver this Application, that he or she has read this Application (including all attachments hereto) and he or she has knowledge of all of the facts stated herein, and that this Application, and all information submitted in connection herewith, is complete and accurate and contains no misstatements, misrepresentations, or omissions of material facts, to the best of his or her knowledge and belief.

<u>Signature</u> <i>William Sparks</i>		<u>Date</u> July 20, 2023
<u>Name</u> William Sparks		
<u>Title</u> Manager		
<u>Company</u> Sparks Concrete LLC - DBA Sparks Concrete & Asphalt		



APPENDIX 1

EXPLANATION OF TERMS

The following terms used in this Application have the meanings set forth below:

APPLICANT – The entity(ies) that will satisfy all job creation and capital investment requirements under the incentive agreement with the Department and which are applying on or amending this Application.

BROWNFIELD AREA ELIGIBLE FOR BONUS REFUNDS – Has the meaning ascribed to such term in Section 288.107 of the Florida Statutes.

CONTROL – The power, directly or indirectly, to direct the management or policies of a company, whether through ownership of securities, by contract, or otherwise. Any person or entity that (i) is a director, general partner or officer exercising executive responsibility (or having similar status or functions); (ii) directly or indirectly has the right to vote 50% or more of a class of a voting security or has the power to sell or direct the sale of 50% or more of a class of voting securities; or (iii) in the case of a partnership, has the right to receive upon dissolution, or has contributed, 50% or more of the capital, is presumed to control that company

ENTERPRISE ZONE – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.

FELONY – For jurisdictions that do not differentiate between a felony and a misdemeanor, a felony is an offense punishable by a sentence of at least one year imprisonment and/or a fine of at least \$1,000. The term also includes a general court martial.

FOUND – Includes adverse final actions, including consent decrees in which the respondent has neither admitted nor denied the findings, but does not include agreements, deficiency letters, examination reports, memoranda of understanding, letters of caution, admonishments, and similar informal resolutions of matters.

FULL-TIME EQUIVALENT JOB – One employee or two or more employees (without duplication) who perform at least 35 hours of paid work per week.

JOBS – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.

MISDEMEANOR – For jurisdictions that do not differentiate between a felony and a misdemeanor, a misdemeanor is an offense punishable by a sentence of less than one year imprisonment and/or a fine of less than \$1,000. The term also includes a special court martial.

NAICS – Those classifications contained in the North American Industry Classification System, as published in 2007 by the Office of Management and Budget, Executive Office of the President, and updated from time to time.

ORDER – A written directive issued pursuant to statutory authority and procedures, including orders of denial, suspension, or revocation; does not include special stipulations, undertakings or agreements relating to payments, limitations on activity or other restrictions unless they are included in an order.

PRINCIPAL EXECUTIVE OFFICER – With respect to any entity, such entity's chief executive officer, chief financial officer, chief operations officer or any person who performs similar functions regardless of title.

PROJECT – Has the meaning ascribed to such term in Section 288.106 of the Florida Statutes.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Sparks Concrete, LLC

2 Business name/disregarded entity name, if different from above
DBA - Sparks Concrete & Asphalt

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ **S**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3060 Steel Rail Dr.

6 City, state, and ZIP code
Bunnell, FL 32110

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See specific instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-			-		
or									
Employer identification number									
2	0	-	3	3	5	4	9	4	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L05000057565

Entity Name: SPARKS CONCRETE, LLC.

Current Principal Place of Business:

3060 STEEL RAIL DRIVE
BUNNELL, FL 32110

Current Mailing Address:

3060 STEEL RAIL DRIVE
BUNNELL, FL 32110 US

FEI Number: 20-3354940

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

PALMETTO CHARTER SERVICE, INC.
149 S. RIDGEWOOD AVE.
SUITE 700
DAYTONA BEACH, FL 32114 US

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

SIGNATURE: WILLIAM RICE

04/24/2023

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MANAGER, PRESIDENT
Name SPARKS, WILLIAM C
Address 3060 STEEL RAIL DRIVE
City-State-Zip: BUNNELL FL 32110

Title MANAGER
Name SPARKS, DOREEN T
Address 3060 STEEL RAIL DRIVE
City-State-Zip: BUNNELL FL 32110

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: DOREEN SPARKS

MANAGER

04/24/2023

Electronic Signature of Signing Authorized Person(s) Detail

Date

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G23000046192

Fictitious Name to be Registered: SPARKS CONCRETE & ASPHALT

Mailing Address of Business: 3060 STEEL RAIL DRIVE
BUNNELL, FL 32110

Florida County of Principal Place of Business: MULTIPLE

FEI Number: 20-3354940

FILED
Apr 11, 2023
Secretary of State

Owner(s) of Fictitious Name:

SPARKS CONCRETE, LLC
4106 SOUTH NOVA RD
PORT ORANGE, FL 32127
Florida Document Number: L05000057565
FEI Number: 20-3354940

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

DOREEN T. SPARKS

Electronic Signature(s)

04/11/2023

Date

Certificate of Status Requested (X)

Certified Copy Requested ()

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Sparks Concrete, LLC	
2 Business name/disregarded entity name, if different from above DBA - Sparks Concrete & Asphalt	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 3060 Steel Rail Dr.	Requester's name and address (optional)
6 City, state, and ZIP code Bunnell, FL 32110	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)																								
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																								
Social security number <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>													or Employer identification number <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">2</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">-</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">3</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">5</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">9</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">4</td> <td style="border: 1px solid black; width: 20px; height: 20px; text-align: center;">0</td> </tr> </table>	2	0		-	3	3	5	4	9	4	0
2	0		-	3	3	5	4	9	4	0														

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

Sign Here	Signature of U.S. person ▶	Date ▶ <u>July 20, 2023</u>
------------------	----------------------------	-----------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Flagler County, FL Property Appraisers Office

Owner Information

Primary Owner
[Dooley Brooke](#)
 111 Fox Glove Ln
 Bentonville, AR 72712

Parcel Summary

Parcel ID 34-11-30-5736-00000-0090
 Prop ID 9546
 Location Address 3060 STEEL RAIL DR
 BUNNELL, FL 32110
 Brief Tax Description* STEEL RAIL INDUSTRIAL PARK REPLAT MB 37 PG 55 LOT 9 4.99 AC OR 2403/1979
 (Note: *The Description above is not to be used on legal documents.)
 Property Use Code VACANT INDUSTRIAL (004000)
 Tax District BUNNELL AREA WITH MOSQUITO CONTROL (District 15)
 Millage Rate 21.8491
 Homestead N
 GIS sqft 217,301.475

[View Map](#)

Valuation

	2023 Working Values	2022 Certified Values	2021 Certified Values	2020 Certified Values	2019 Certified Values
Building Value	\$0	\$0	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0	\$0	\$0
Land Value	\$504,348	\$347,223	\$223,248	\$181,922	\$131,352
Land Agricultural Value	\$0	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$0	\$0	\$0	\$0
Just (Market) Value	\$504,348	\$347,223	\$223,248	\$181,922	\$131,352
Assessed Value	\$504,348	\$220,125	\$200,114	\$181,922	\$131,352
Exempt Value	\$0	\$0	\$0	\$0	\$0
Taxable Value	\$504,348	\$220,125	\$200,114	\$181,922	\$131,352
Protected Value	\$0	\$127,098	\$23,134	\$0	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

Historical Assessment

Year	Building Value	Extra Features Value	Land Value	Agricultural Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value	Maximum Portability
2023	\$0	\$0	\$504,348	\$0	\$504,348	\$504,348	\$0	\$504,348	\$0
2022	\$0	\$0	\$347,223	\$0	\$347,223	\$220,125	\$0	\$220,125	\$127,098
2021	\$0	\$0	\$223,248	\$0	\$223,248	\$200,114	\$0	\$200,114	\$23,134
2020	\$0	\$0	\$181,922	\$0	\$181,922	\$181,922	\$0	\$181,922	\$0
2019	\$0	\$0	\$131,352	\$0	\$131,352	\$131,352	\$0	\$131,352	\$0
2018	\$0	\$0	\$125,788	\$0	\$125,788	\$124,168	\$0	\$124,168	\$1,620
2017	\$0	\$0	\$119,934	\$0	\$119,934	\$112,880	\$0	\$112,880	\$7,054
2016	\$0	\$0	\$119,934	\$0	\$119,934	\$102,618	\$0	\$102,618	\$17,316
2015	\$0	\$0	\$108,225	\$0	\$108,225	\$93,289	\$0	\$93,289	\$14,936
2014	\$0	\$0	\$84,808	\$0	\$84,808	\$84,808	\$0	\$84,808	\$0
2013	\$0	\$0	\$84,340	\$0	\$84,340	\$84,340	\$0	\$84,340	\$0

TRIM Notice

[2022 TRIM Notice \(PDF\)](#)

Sales

Sale Date	Sale Price	Instrument	Book	Page	Qualification	Vacant/Improved	Grantor	Link to Official Records
4/4/2022	\$0	WD	2676	1170	Unqualified (U)	Vacant	SPARKS CONCRETE LLC, SPARKS CON	Link (Clerk)
12/6/2019	\$375,000	WD	2403	1979	Qualified (Q)	Vacant	BUNNELL WINDS LLC	Link (Clerk)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
SPARKS CONCRETE, LLC.

Filing Information

Document Number	L05000057565
FEI/EIN Number	20-3354940
Date Filed	05/31/2005
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	11/01/2010

Principal Address

3060 Steel Rail Drive
Bunnell, FL 32110

Changed: 04/24/2023

Mailing Address

3060 Steel Rail Drive
Bunnell, FL 32110

Changed: 04/24/2023

Registered Agent Name & Address

Palmetto Charter Service, Inc.
149 S. Ridgewood Ave.
Suite 700
Daytona Beach, FL 32114

Name Changed: 04/24/2023

Address Changed: 04/24/2023

Authorized Person(s) Detail

Name & Address

Title Manager, President

SPARKS, WILLIAM C
3060 Steel Rail Drive
Bunnell, FL 32110

Title Manager

Sparks, Doreen T
3060 Steel Rail Drive
Bunnell, FL 32110

Annual Reports

Report Year	Filed Date
2021	03/04/2021
2022	04/07/2022
2023	04/24/2023

Document Images

04/24/2023 -- ANNUAL REPORT	View image in PDF format
04/07/2022 -- ANNUAL REPORT	View image in PDF format
03/04/2021 -- ANNUAL REPORT	View image in PDF format
05/11/2020 -- ANNUAL REPORT	View image in PDF format
03/12/2019 -- ANNUAL REPORT	View image in PDF format
03/20/2018 -- ANNUAL REPORT	View image in PDF format
04/04/2017 -- ANNUAL REPORT	View image in PDF format
03/31/2016 -- ANNUAL REPORT	View image in PDF format
03/02/2015 -- ANNUAL REPORT	View image in PDF format
03/19/2014 -- ANNUAL REPORT	View image in PDF format
04/01/2013 -- ANNUAL REPORT	View image in PDF format
04/16/2012 -- ANNUAL REPORT	View image in PDF format
04/22/2011 -- ANNUAL REPORT	View image in PDF format
11/01/2010 -- REINSTATEMENT	View image in PDF format
09/18/2008 -- ANNUAL REPORT	View image in PDF format
02/06/2007 -- REINSTATEMENT	View image in PDF format
05/31/2005 -- Florida Limited Liabilites	View image in PDF format

SUZANNE JOHNSTON Flagler County Tax Collector

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments
2022 Paid Real Estate

TAX YEAR	ACCOUNT NUMBER	ALT KEY	MILLAGE CODE	ESCROW CODE
2022	3411305736000000090	9546	013	

DOOLEY BROOKE
111 FOX GLOVE LN
BENTONVILLE, AR 72712

3060 STEEL RAIL DR
BUNNELL 32110

STEEL RAIL INDUSTRIAL PARK REPLAT MB
37 PG 55 LOT 9 4.99 AC OR 2403/1979

Flagler County Suzanne Johnston
Paid By SPARKS CONCRETE LLC
04/18/2023 \$5,612.40
Receipt # 014-22-00114657

AD VALOREM TAXES

TAXING AUTHORITY	TELEPHONE	ASSESSED VALUE	MILLAGE RATE	EXEMPTION AMOUNT	TAXABLE VALUE	TAXES LEVIED
FLAGLER COUNTY						
GENERAL FUND	386-313-4008	220,125	7.9297	0	220,125	1,745.52
ESL	386-313-4008	220,125	0.1250	0	220,125	27.52
2015 G O BONDS	386-313-4008	220,125	0.1665	0	220,125	36.65
2009/2016 ESL BONDS	386-313-4008	220,125	0.1250	0	220,125	27.52
FLAGLER COUNTY SCHOOL BOARD						
GENERAL FUND	386-437-7526	347,223	3.2980	0	347,223	1,145.14
DISCRETIONARY	386-437-7526	347,223	0.7480	0	347,223	259.72
CAP. OUTLAY	386-437-7526	347,223	1.5000	0	347,223	520.84
CITY OF BUNNELL	386-437-7500	220,125	7.4300	0	220,125	1,635.53
ST. JOHNS RIVER WATER MGMT	386-329-4500	220,125	0.1974	0	220,125	43.45
FL INLAND NAVIGATION DISTRICT	561-627-3386	220,125	0.0320	0	220,125	7.04
TOTAL MILLAGE		21.5516				
					TOTAL AD VALOREM TAXES	\$5,448.93

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE	AMOUNT
			TOTAL NON-AD VALOREM TAXES
			\$0.00
TOTAL COMBINED TAXES AND ASSESSMENTS			\$5,448.93

If Received By	Apr 28, 2023			
Please Pay	5,612.40			

RETAIN FOR YOUR RECORDS

Notice of Ad Valorem Tax and Non-Ad Valorem Assessments
2022 Paid Real Estate

ACCOUNT NUMBER	ALT KEY
3411305736000000090	9546
PROPERTY ADDRESS	
3060 STEEL RAIL DR BUNNELL 32110	

DOOLEY BROOKE
111 FOX GLOVE LN
BENTONVILLE, AR 72712

Make checks payable to:
Suzanne Johnston
Flagler County Tax Collector
PO Box 846 Bunnell, FL 32110
386-313-4160

Pay online at www.Flaglertax.com

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT	
If Received By Apr 28, 2023	<input type="checkbox"/> 5,612.40
If Received By	<input type="checkbox"/>
If Received By	<input type="checkbox"/>
If Received By	<input type="checkbox"/>
If Received By	<input type="checkbox"/>

RETURN WITH PAYMENT

DO NOT FOLD, STAPLE, OR MUTILATE

Paid

SPARKS CONCRETE LLC

04/18/2023

Receipt #

014-22-00114657

Check

\$5,612.40





City of Bunnell, Florida

Agenda Item No. H.2.

Document Date: 7/28/2023 Amount:
Department: Infrastructure Account #: 001-0538-538.3100, 401-0533-533.3111, 404-0535-535.3100
Subject: Request Approval of Contracts 2023-10, 2023-11, 2023-12 and 2023-16 for Continuing Professional Infrastructure Engineering Services
Agenda Section: New Business:
Goal/Priority: Infrastructure

ATTACHMENTS:

Description	Type
Contract 2023-10 Zev Cohen & Associates, Inc. Contract	Contract
Contract 2023-11 North Florida Professional Services Contract	Contract
Contract 2023-12 Alliant Engineering Inc,	Contract
Contract 2023-16 Florida Technical Consultants LLC Contract	Contract
RFQ 2023-02 Infrastructure Engineering Services	Bid Package

Summary/Highlights:

Staff is seeking approval for Contracts 2023-10 Zev Cohen & Associates, Inc., 2023-11 North Florida Professional Services, 2023-12 Alliant Engineering, Inc. and 2023-16 Florida Technical Consultants, LLC for continuing Infrastructure Engineering Services with four (4) different engineering firms.

Background:

Request for Qualifications RFQ#2023-02 for Infrastructure Engineering Services was issued for the selection of firms to provide continuing services contracts for Infrastructure Engineering services. On July 10, 2023, Commission approved to begin contract negotiations with all eight (8) of the responding firms in accordance with Florida Statutes section 287.055 (Consultants Competitive Negotiations Act).

Contracting with multiple firms is beneficial to the department by providing options, especially with varying workloads and specialty niche projects.

We are actively pursuing the establishment of formal contracts to secure the present rates for their services. This crucial step aims to ensure cost stability for upcoming projects and safeguard

against potential rate increases during the duration of the contract.

Requesting approval for the following contracts we have received to date:

2023-10 Zev Cohen & Associates, Inc.

2023-11 North Florida Professional Services

2023-12 Alliant Engineering Inc.

2023-16 Florida Technical Consultants, LLC

Staff Recommendation:

Approval of Contracts 2023-10, 2023-11, 2023-12 and 2023-16 for continuing Professional Infrastructure Engineering Services.

City Attorney Review:

All approved

Finance Department Review/Recommendation:

Funds are budgeted for this purpose in multiple accounts city-wide. Recommend Approval.

City Manager Review/Recommendation:

AGREEMENT NO. 2023-10

**LETTER AGREEMENT FOR
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
BETWEEN ZEV COHEN & ASSOCIATES, INC., AND
CITY OF BUNNELL, FLORIDA**

THIS AGREEMENT ("Agreement") is for Professional Infrastructure Engineering Services between the City of Bunnell ("CITY"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 604 East Moody Boulevard Suite 6, Bunnell, Florida, and Zev Cohen & Associates, Inc. a Florida corporation, ("CONSULTANT"), 300 Interchange Boulevard, Suite C, Ormond Beach, FL 32174.

WHEREAS, the CITY has need of professional engineering services for its Infrastructure Department; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of CONSULTANT, based on the CONSULTANT's response to RFQ #2023-02 – Request Qualifications for Infrastructure Engineering Services; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their CONSULTANT's and subconsultant's; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency agreements must include certain statutorily required provisions concerning the CONSULTANT's compliance for Florida's Public Records Act; and

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

1. The relationship of the CONSULTANT to the CITY will be that of a professional consultant to provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to the CONSULTANT's profession, and CONSULTANT will endeavor to provide to the CITY prompt and efficient consulting services to the best of its ability.
2. CONSULTANT is hereby retained and employed as the Engineering Services Consultant and will work with the CITY to provide said services in accordance

with the scope of services outlined in RFQ # 2023-02.

3. CONSULTANT agrees to prepare and complete a report to the CITY, detailing the status of services provided pursuant to this Agreement at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. CONSULTANT may be asked to present the deliverables in person for review by staff or for discussion at a scheduled City Commission meeting.
4. The term of this Agreement shall be effective for a three (3) year period immediately following the date of execution of the Agreement by the CITY. The CITY reserves the sole right to renew this agreement in writing for two (2) additional twelve (12) month periods prior to the expiration of each term. The term of this Agreement does not relieve the CONSULTANT of any future responsibility as described in paragraph eight (8) of this Agreement.
5. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, CONSULTANT shall be authorized to receive payment for all work performed up to the date of termination.
6. With regard to compensation paid to CONSULTANT, CONSULTANT shall furnish to the CITY on a monthly basis an itemized invoice detailing all of CONSULTANT's hours, services, expenses and any other services utilized by the CITY during the preceding month. Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule (Exhibit A). CONSULTANT shall compute the total amount due for the preceding month and all amounts due CONSULTANT shall be paid on a monthly basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. CONSULTANT acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.
7. General Considerations.
 - a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by CONSULTANT and presented to the CITY pursuant to this Agreement are and remain the property of the CITY as instruments of service.
 - b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by CONSULTANT shall be made available to the CITY upon request and shall be considered public records, pursuant to F.S. 119.0701.
 - c. CONSULTANT shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of

three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The CITY shall have the right to order, inspect and copy all such records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-consultants (if any).

- d. CONSULTANT shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
 - e. CONSULTANT shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFQ # 2023-02, naming CITY as an additional insured in each such policy.
 - f. Upon CONSULTANT's written request, the CITY will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as CONSULTANT and CITY mutually deem necessary, and CONSULTANT may rely upon same in performing the services required under this agreement.
 - g. The CITY and CONSULTANT each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the CITY nor CONSULTANT shall assign or transfer their interest in this agreement without the prior written consent of the other party.
8. Should any other professional services be called for by the CITY which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The CONSULTANT may be required to provide additional services to the CITY on challenges, public protests, administrative hearings or similar matters. The CONSULTANT shall be available to represent the CITY, serve as an expert witness and provide supporting documentation as necessary.
9. The Agreement documents, which comprise the entire Agreement between CITY and CONSULTANT and which are further incorporated herein by reference, consist of the following:
- a. Architects/Engineers hourly rates, as attached to this agreement (Exhibit A)
 - b. RFQ 2023-02 Infrastructure Engineering Services
 - c. CONSULTANT's RFQ Documents
10. CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other

persons employed or utilized by the CONSULTANT in the performance of the Agreement.

11. CONSULTANT, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the CITY and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the CITY, except as provided in the scope of services called for herein. CONSULTANT is hereby designated as an independent CONSULTANT to the CITY and none of the employees, agents or servants of the CONSULTANT shall have, or be entitled to, any of the fringe benefits applicable to employees of the CITY.
12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.
13. CONSULTANT does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Flagler County, Florida, and CONSULTANT hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the CITY in any other State Court, Federal Court or administrative tribunal.
14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.
15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.
16. Work Orders.
 - a. The provision of services to be performed under this Agreement may commence immediately upon the execution of this Agreement or a work order as directed and determined by the CITY. Services to be provided by the CONSULTANT to the CITY shall be negotiated between the CONSULTANT and the CITY. Each work order shall reference this Agreement by title and date, include a detailed description of quantities, services, and a completion schedule, and will be provided on CONSULTANT letterhead. The services described in said work order will commence upon approval by the CITY as notice to proceed.
 - b. If the services required to be performed by a work order are clearly defined, the work order shall be issued on a "fixed fee" basis. The CONSULTANT shall perform all services required by the work order but

in no event shall the CONSULTANT be paid more than the negotiated fixed fee amount stated therein.

- c. The CONSULTANT and the CITY agree to make every effort to adhere to the schedule established for the various work orders described in the work order.
 - d. If the services are not clearly defined, the work order may be issued on a "time basis method" and contain a not-to-exceed amount. If a not-to-exceed amount is provided, the CONSULTANT shall perform all work required by the work order; but in no event shall the CONSULTANT be paid more than the not-to-exceed amount specified in the applicable work order.
 - e. For work orders issued on a "fixed fee basis," the CONSULTANT may invoice the amount due based on the percentage of total work order services performed and completed; but in no event shall the invoice amount exceed a percentage of the fixed fee amount equal to a percentage of the total services completed.
 - f. For work orders issued on a "time basis method" with a not-to-exceed amount, the CONSULTANT may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the not-to-exceed amount equal to a percentage of the total services completed.
 - g. Each work order issued on a "fixed fee basis" or "time basis method" with a not-to-exceed amount shall be treated separately for retainage purposes. If the CITY determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.
 - h. For work orders issued on a "time basis method" with a limitation of funds amount, the CONSULTANT may invoice the amount due for services performed and completed. The CITY shall pay the CONSULTANT one hundred percent (100%) of the approved amount on work orders issued on a "time basis method" with a limitation of funds amount.
17. Change Orders.
- a. The CITY may revise the description of services set forth in any work order.
 - b. Revisions to any work order shall be authorized in writing by the CITY as a change order. Each change order shall include a schedule of completion for the services authorized. Change orders shall identify this Agreement and the appropriate work order number. The change orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. A agreement between the parties on and execution of any change order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to

the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONSULTANT schedule.

- c. If instructed by the CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The CONSULTANT must submit for CITY approval a revised qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by change order to the work order.

18. Compensation.

- a. Compensation to the CONSULTANT for the services performed on each work order shall be as set forth the work order/change order.
- b. The CITY shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. And other items not directly attributable to items produced for each work order.
- c. Work performed by the CONSULTANT without written approval by the CITY's designated representative shall not be compensated. Any work performed by the CONSULTANT without approval by the CITY is performed at the CONSULTANT's own election.
- d. In the event the CITY fails to provide compensation under the terms and conditions of this Agreement, the CONSULTANT shall notify the CITY's designated representative in order that the CITY may take remedial action.
- e. Pricing has been calculated based on the current prices for the goods and/or services that are the subject hereof. However, the market for the goods and/or services that pertain to this Agreement may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The CONSULTANT agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Agreement which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Agreement, the CITY agrees, upon written request from the CONSULTANT, to consider a reasonable adjustment to the prices set forth in this Agreement based upon the following index: engineering news record, construction cost index, etc. Any claim by the CONSULTANT for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such request from the CONSULTANT will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable.
- f. Expiration of the term of this Agreement shall have no effect upon purchase orders/work orders issued pursuant to this Agreement and

prior to the expiration date.

19. Invoice Process.

- a. Payments shall be made by the CITY to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each work order shall be invoiced separately. The CONSULTANT shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing all services rendered, the cost of the services, the name and address of the CONSULTANT, work order number, Agreement number and all other information required by this Agreement.
- b. Invoices which are in an acceptable form to the CITY and without disputable items will be processed for payment within thirty days of receipt by the CITY.
- c. The CONSULTANT will be notified of any disputable items contained in invoices submitted by the CONSULTANT within fifteen days of receipt by the CITY with an explanation of the deficiencies.
- d. The CITY and the CONSULTANT will make every effort to resolve all disputable items contained in the CONSULTANT's invoices.
- e. Each invoice shall reference this Agreement, the appropriate work order and change order, if applicable, and the billing period.
- f. The Florida Prompt Payment Act shall apply when applicable.
- g. Invoices are to be forwarded directly to:

Infrastructure Department
PO Box 756
Bunnell, Florida 32110
matwood@bunnellcity.us

20. Termination of Agreement.

- a. The CITY may terminate this Agreement or any work order for convenience at any time for one or more of the reasons as follows:
 - (1) If, in the CITY's opinion, adequate progress under a work order is not being made by the CONSULTANT; or
 - (2) If, in the CITY's opinion, the quality of the services provided by the CONSULTANT is/are not in conformance with commonly accepted professional standards, standards of the CITY, the requirements of federal or state regulatory agencies, and the CONSULTANT has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or
 - (3) The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT; or
 - (4) The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for

- (5) the benefit of creditors; or
- (5) The CONSULTANT violates the standards of conduct provisions herein or any provision of state or local law or any provision of the CITY code of conduct.

- b. In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter requesting that the CONSULTANT show cause why the Agreement or any work order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within fourteen calendar days of the receipt of the letter, the CITY may consider the CONSULTANT to be in default and may immediately terminate this Agreement or any work order in progress under this Agreement.
- c. In the event that this Agreement or a work order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the work order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONSULTANT.

21. Termination by CITY Without Cause.

- a. Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific work order without cause, if such termination is deemed by the CITY to be in the public interest, provided that thirty calendar days prior written notice is given to the CONSULTANT of the CITY's intent to terminate.
- b. In the event that this Agreement is terminated, the CITY shall identify any specific work order(s) being terminated and the specific work order(s) to be continued to completion pursuant to the provisions of this Agreement.
- c. This Agreement will remain in full force and effect as to all authorized purchase order(s)/work order(s) that is/are to be continued to completion.

22. Payment in the Event of Termination.

In the event this Agreement or any work order is terminated or canceled prior to final completion payment for the unpaid portion of the services actually provided by the CONSULTANT to the date of termination shall be paid to the CONSULTANT.

23. Action Following Termination.

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.

24. Suspension.

- a. The performance or provision of the CONSULTANT services under any work order under this Agreement may be suspended by the CITY at any time.
 - b. In the event the CITY suspends the performance or provision of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date Stated in the notice. The CITY shall pay to the CONSULTANT within thirty days all compensation which has become due to and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended provision of services unless and until the CITY's designated representative notifies the CONSULTANT in writing that the provision of the services of the CONSULTANT called for hereunder are to be resumed by the CONSULTANT.
 - c. Upon receipt of written notice from the CITY that the CONSULTANT's provision of services hereunder are to be resumed, the CONSULTANT shall continue to provide the services to the CITY.
25. Alternative Dispute Resolution.
- a. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.
 - b. The CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONSULTANT had knowledge and failed to present during the CITY procedures.
 - c. In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.
26. Severability.
- a. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.
 - b. All provisions of this Agreement shall be read and applied in pari materia. With all other provisions hereof.
 - c. Violation of this Agreement by the CONSULTANT is recognized by the

parties to constitute irreparable harm to the CITY.

27. Controlling Law / Venue / Interpretation.
 - a. This Agreement is to be governed by the laws of the State of Florida.
 - b. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.
 - c. This Agreement is the result of bona fide arm's length negotiations between the CITY and the CONSULTANT, and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

28. Indemnity.
 - a. CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed by the CONSULTANT in the performance of the Agreement.
 - b. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.
 - c. In claims against any person or entity indemnified under this Section by an employee of the CONSULTANT or its agents or subconsultant's, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or its agents or subconsultants, under workers compensation acts, disability benefits acts, or other employee benefit acts.
 - d. The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the indemnification provision in this Agreement; however, the CONSULTANT must also comply with the provisions of this Agreement relating to insurance coverages.

29. Insurance.
 - a. The CONSULTANT shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a best rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:
 - (1) Workers Compensation/Employer Liability: the CONSULTANT shall provide Workers Compensation Insurance for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:

\$500,000 each accident
\$500,000 disease each employee
\$500,000 disease (policy limit)

- (2) Comprehensive General Liability: the CONSULTANT shall provide coverage for all operations including, but not limited to, contractual, independent CONSULTANT, products and complete operations and personal injury with limits not less than the following:

\$1,000,000 bodily injury & property damage - each occurrence
\$2,000,000 general aggregate
 - (3) Comprehensive Business Automobile Liability: the CONSULTANT shall provide complete coverage with a combined single limit of not less than \$1,000,000 bodily injury and property damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.
 - (4) Professional Liability: the CONSULTANT shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 csl or its equivalent, with a combined single limit of not less than \$1,000,000, protecting the CONSULTANT against claims of the CITY for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the CONSULTANT.
 - (5) Other required insurance coverage: where unusual operations are necessary to complete the work, such as use of aircraft or watercraft, use of explosives, and any high-risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CITY which may, thereupon, require additional insurance coverages.
- b. All insurance other than workers compensation and professional liability that must be maintained by the CONSULTANT shall specifically include the CITY as an additional insured. All insurance minimum coverages extend to any subconsultant, and the CONSULTANT shall be responsible for all subconsultants.
 - c. The CONSULTANT shall provide certificates of insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first work order under this Agreement. These certificates of insurance shall become part of this Agreement. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONSULTANT shall

relieve the CONSULTANT of the CONSULTANT's full responsibility for performance of any obligation including the CONSULTANT's indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its certificate of authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite best's rating and financial size category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the CITY, the CONSULTANT shall be deemed to be in default of this Agreement.

- d. The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the CITY by submission of a new certificate of insurance.
- e. The CONSULTANT shall provide certificate of insurance directly to the CITY's designated representative. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification required by this Agreement.
- f. Nothing in this Agreement or any action relating to this Agreement shall be construed as the CITY waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.
- g. The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONSULTANT. There are no third-party beneficiaries to this Agreement.
- h. The CONSULTANT is an independent CONSULTANT and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Agreement.
- i. All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

30. Equal Opportunity Employment / Non-Discrimination.

The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONSULTANT, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the federal government issued thereunder, and any and all

requirements of federal or State law related thereto.

31. In performing services hereunder, CONSULTANT shall comply with all federal, state and local laws and regulations. CONSULTANT shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. CONSULTANT shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for CONSULTANT to provide the type of services required hereunder.
32. CONSULTANT shall immediately notify CITY in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the CITY.
33. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.
34. Any public or private entity or official and any member of the public shall have access to any books, documents, papers, and records of the CITY and CONSULTANT which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. CONSULTANT agrees to comply with the Florida Public Records Law.

In addition to other Agreement requirements provided by law, the CONSULTANT must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service to the CITY under this agreement;
- b. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of any requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the public agency; and
- d. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

Failure of the CONSULTANT to abide by the terms of this provision shall be deemed a material breach of this Agreement and the CITY may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the Agreement.

35. **PUBLIC RECORDS COMPLIANCE.** CONSULTANT agrees that, to the extent that it may "act on behalf" of the CITY within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the public agency.
- d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the CONSULTANT or keep and maintain public records required by the public agency to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the Agreement, 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 Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- e. Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**BUNNELL CITY HALL
OFFICE OF THE CITY CLERK
604 E MOODY BLVD., UNIT 6
BUNNELL, FLORIDA 32110
(386) 437-7500**

PUBLIC RECORDS COMPLIANCE INDEMNIFICATION. CONSULTANT agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the CONSULTANT's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONSULTANT's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONSULTANT authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONSULTANT in Flagler County Circuit Court on an expedited basis to enforce the requirements of this section.

36. **COMPLIANCE/CONSISTENCY WITH SECTION 768.28, FLA. STAT.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.
37. **NON-APPROPRIATION.** The CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the CONSULTANT shall be notified as soon as is practical by memorandum from the CITY Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated notwithstanding any automatic renewal as may be provided in the Agreement. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the CITY, subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by an appropriation.
38. **E-VERIFY COMPLIANCE.** CONSULTANT affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONSULTANT is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONSULTANT requires from each of its subconsultants an affidavit stating that the subconsultant does not employ, Agreement with, or subcontract with an unauthorized alien, and that CONSULTANT is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

39. **COMPLIANCE/CONSISTENCY WITH SCRUTINIZED COMPANIES PROVISIONS OF FLORIDA STATUTES.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an agreement for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

Accordingly, CONSULTANT hereby certifies that CONSULTANT is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONSULTANT further hereby certifies that CONSULTANT is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONSULTANT understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONSULTANT to civil penalties, attorney's fees, and/or costs. CONSULTANT further understands that any agreement with CITY for goods or services of any amount may be terminated at the option of CITY if CONSULTANT (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars (\$1,000,000) or more, the Agreement may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

40. **ATTORNEYS' FEES AND COSTS.** Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.
41. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

DUSTIN VOST, INFRASTRUCTURE MANAGER
PO BOX 756
BUNNELL, FL 32110

42. **EXHIBITS.** Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

ZEV COHEN & ASSOCIATES, INC.

[Signature]

Print Name: ROBERT BALL

Title: 7.27.23 VP

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27 day of July, 2023, by Robert Ball of Zev Cohen & Associates, Inc., a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

[Signature]
Signature of Notary Public - State of Florida
Jill A. Eckstein



Printed/Typed/Stamped Name of Notary
My commission expires:

CITY OF BUNNELL

Catherine D. Robinson, Mayor

Date: 08/14/2023

ATTEST:

Kristen Bates, CITY Clerk

Approved as to Legal Form

Vose Law Firm, CITY Attorney

Exhibit A



300 Interchange Blvd., Suite C
Ormond Beach, FL 32174
386-677-2482 • Fax: 386-677-2505
www.ZevCohen.com

Hourly Rate Schedule

Principal	\$190.00
Department Director	\$175.00
Senior Professional Engineer	\$155.00
Senior Registered Landscape Architect	\$150.00
Project Manager	\$155.00
Senior Planner	\$140.00
Senior Biologist/Env. Scientist/GIS Analyst	\$140.00
Professional Engineer	\$140.00
Registered Landscape Architect	\$135.00
Environmental Scientist II/GIS Specialist II	\$105.00
Engineer II	\$110.00
Landscape Architect II	\$105.00
Planner II	\$105.00
Senior Designer	\$100.00
Environmental Scientist I/GIS Specialist I	\$ 95.00
Engineer I	\$ 95.00
Landscape Architect I	\$ 95.00
Planner I	\$ 95.00
Designer	\$ 85.00
CADD Manager	\$110.00
Senior CADD Technician	\$100.00
CADD Technician	\$ 90.00
Construction Administration Manager	\$130.00
Construction Administrator	\$110.00
Construction Administration Technician	\$ 90.00
IT Manager	\$ 95.00
Certified Soil Scientist	\$155.00
Certified Arborist	\$100.00
Landscape Designer	\$ 85.00
Engineering Technician	\$ 75.00
Biological Technician	\$ 65.00
Technical Assistant	\$ 65.00
Senior Clerical	\$ 60.00
Clerical	\$ 50.00

CIVIL ENGINEERING • TRANSPORTATION • ENVIRONMENTAL
LANDSCAPE ARCHITECTURE • PLANNING

CITY OF BUNNELL

REQUEST FOR QUALIFICATION STATEMENTS FOR PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES

RFQ NO: 2023-02



ZEVC **COHEN**

& ASSOCIATES INC

RFQ #2023-02

**REQUEST FOR QUALIFICATION STATEMENTS FOR PROFESSIONAL
INFRASTRUCTURE ENGINEERING SERVICES**

**SUBMITTED BY:
ZEV COHEN & ASSOCIATES, INC.
300 INTERCHANGE BLVD., STE. C
ORMOND BEACH, FL 32174
(386)677-2482**

CONTACT: ROBERT J. BALL, P.E., VP

MAY 23, 2023

Letter of Transmittal



May 23, 2023

Ms. Kristen Bates, City Clerk
City of Bunnell
604 E. Moody Boulevard, Suite 6
Bunnell, FL 32110

RE: Request for Qualification Statements (RFQ) for Professional Infrastructure Engineering Services
RFQ NO: 2023-02

Dear Ms. Bates and Members of the Selection Committee:

Zev Cohen & Associates, Inc. (ZCA) is pleased to submit our proposal and qualifications to the City of Bunnell to provide Professional Engineering Services for Infrastructure Services in response to your Request for Statement of Qualifications (RFQ) No. 2023-02. More specifically, we are requesting your consideration of ZCA to provide the City of Bunnell with our Professional Engineering Services.

ZCA is a multi-disciplinary local firm providing civil engineering, environmental, landscape architecture, planning and construction administration and inspection services. Our firm has been providing professional services to the Flagler/Bunnell area for 45 years since its inception in 1977. We have thoroughly reviewed the City's RFQ and were pleased to find the requested services align well with our qualifications and experience. Our highly motivated staff, as presented in this proposal, will provide unparalleled local knowledge, experience and service to the City of Bunnell. By signing and submitting this RFQ response, I hereby affirm I am an officer of the company and duly authorized to bind the firm as described herein. This qualification statement shall remain valid for a period of not less than 90 days from the date of receipt.

ZCA is fully qualified and has the capacity to provide a broad range of in-house services. The following is what sets us apart from other firms.

Cost Effectiveness

ZCA provides cost-effective services as reflected by our hourly billing rates when compared to statewide and national consulting firms. ZCA also provides cost effective design as a result of multiple disciplines in-house that greatly reduce time-consuming coordination efforts. Our comprehension of local regulations, our understanding of local physical features and our understanding of local construction costs provide for accurate construction estimates. ZCA's value lies not only in cost-savings, but also with assisting the City with obtaining additional funding resources. ZCA's staff has a proven track-record of successfully assisting clients with obtaining funding from state and federal sources.

Loyalty

ZCA has been providing services to the Flagler/Bunnell community for over 45 years. We have been providing Continuing Services to Flagler County since 2010. We have established long-term relationships and hopefully have achieved a well-earned level of respect of the Flagler/Bunnell Community. The principals with ZCA, as well as staff members, have worked in the Bunnell area for more than 25 years. What this means to the City is that you are assured that ZCA will do a quality job *every time*.

Local Knowledge

As a result of our 45 years of experience in the Flagler/Bunnell area, ZCA has extensive knowledge of the local roadway networks, stormwater drainage systems, natural ecosystems, utility services and park/recreation facilities. ZCA is familiar with the City's land development regulations, as well as regional, state, and federal criteria which makes us more efficient and more cost-effective. We have the background knowledge, experience, and expertise to "hit the ground running," providing services to the City of Bunnell.

We are very excited about this opportunity to provide Infrastructure Engineering services to Bunnell and are ready to begin work immediately upon award.

Thank you for your consideration.

Respectfully submitted,
ZEV COHEN & ASSOCIATES, INC.

Robert J. Ball, P.E.
Vice President
300 Interchange Blvd., Ste. C
Ormond Beach, FL 32174
(386)677-2482
rball@zevcohen.com

RJB/jae

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**SECTION A -
ABILITY OF FIRM AND ITS
PROFESSIONAL TEAM COMPOSITION**

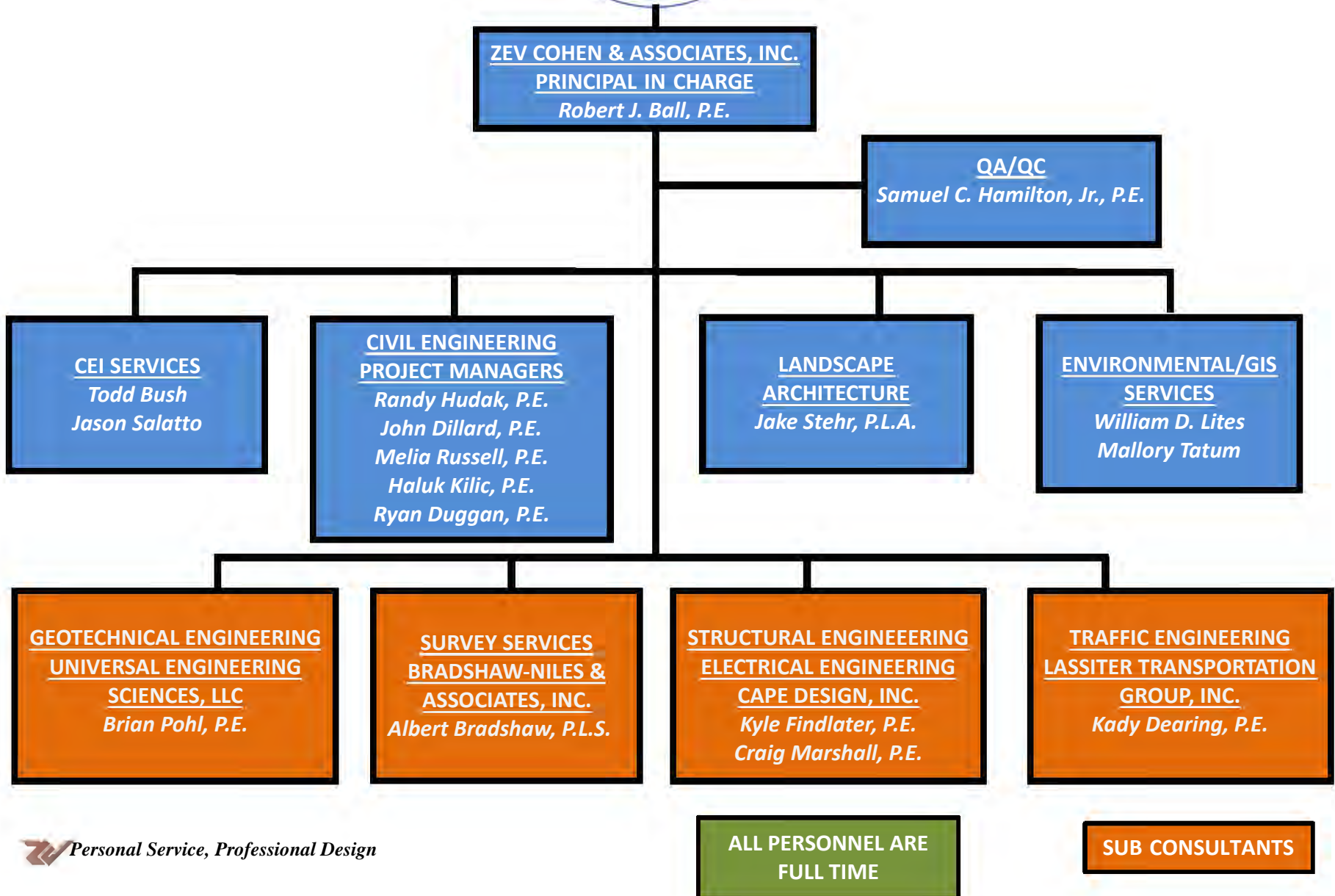


RFQ #2023-02

**REQUEST FOR QUALIFICATION STATEMENTS FOR
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**

SECTION A

Organizational Chart



Personal Service, Professional Design



Robert (Bobby) J. Ball, P.E.
Vice President
Project Role: Principal-In-Charge



Serving as Zev Cohen & Associates, Inc.’s (ZCA) Vice President, Bobby is best known for his judicious approach to problem solving, no matter the complexity. Bobby’s energy, attention to detail, and problem solving skills give him the ability to coordinate and expedite tasks by combining experience in engineering design with a diligent approach to project management. His approach to project management, coupled with outstanding client relations, has made him a “playmaker” in the engineering and development arena and the “go to” engineer for ZCA’s returning clients. Bobby’s strong technical ability and extensive knowledge of the local land development process has won him the respect of his colleagues. His experience has also made him the prime candidate to serve as the Lead Engineer for several large ZCA clients, including the Daytona International Speedway.

Contact Information:
 300 Interchange Blvd, Ste. C
 Ormond Beach, FL 32174
 bball@zevcohen.com
 (386) 677-2482

Education:
 B.S. Civil Engineering,
 University of South Florida, 1998

Registrations:
 Professional Engineer
 Florida P.E. 60001

Professional Affiliations:
 Daytona International Speedway’s
 Checkered Flag Committee

International Speedway Blvd.
 Coalition Member and Engineering
 Subcommittee Chair

American Society of Civil
 Engineers

Transportation Planning
 Organization Citizen – Advisory
 Board Member

Former Member Volusia Growth
 Management Commission – Port
 Orange Representative

Volusia County Association for
 Responsible Development
 (VCARD)

Community Involvement:
 Port Orange Parks and Recreation
 Advisory Board

2009 Young Business Leader,
 Volusia/Flagler Business Report

Port Orange Youth Football and
 Cheer Association, Pop Warner,
 President

Port Orange Family Days

International Speedway Coalition

Years of Experience:
 25

Years with ZCA:
 25

Project Experience

Port Orange Public Works Field Operation Facility, Port Orange, Florida

- Role: Principal-in-Charge
- Scope: The Port Orange Public Works Field Operation facility is a site consisting of a +/- 11,400 sf administration building and +/-16,700 sf warehouse. The site was designed to accommodate parking for employees and visitors as well as both covered and uncovered parking for large equipment used by the City’s public works department. Granular storage, vehicle wash-down areas, and street sweeper collection areas were also designed as part of the site plan. ZCA is also providing environmental and landscape architectural services.

Beach Street Forcemain, Daytona Beach, Florida

- Role: Project Manager
- Scope: ZCA provided design, construction administration services and permitting for this utility project consisting of a one mile 36” forcemain through an urban corridor. This project involved constructing within existing roadways and designing around existing utilities with minimal disturbance to the surrounding areas. Required permitting was through the City of Daytona Beach and the Florida Department of Transportation (FDOT).

Mason Avenue and Seneca Street Sidewalk Improvements, Daytona Beach, Florida

- Role: Project Manager
- Scope: ZCA provided sidewalk design for the 6,300 LF on Mason and Seneca Avenue. ZCA and the City of Daytona Beach conducted site visits and reviewed surveys to determine the most efficient and cost effective location for the sidewalks. Careful consideration was given to safety, ADA requirements, and existing conditions.

City of Ormond Beach Downtown Stormwater Plan, Ormond Beach, Florida

- Role: Project Manager
- Scope: ZCA provided the City of Ormond Beach with an evaluation of stormwater needs and implemented a program of offline retention that will support intensive redevelopment of existing and future development site within the City’s Downtown community. Services included survey, property acquisition consulting, legal, geotechnical engineering, design and stormwater permitting through the Community Redevelopment Agency (CRA) and St. Johns River Water Management District (SJRWMD).



Samuel C. Hamilton, Jr., P.E.
Senior Vice President
Project Role: QA/QC



As Senior Vice President of Zev Cohen & Associates, Inc. (ZCA), Sam has designed and managed a multitude of private and public sector projects in the state of Florida. With many years of experience, Sam has an exceptional level of team building and project management skills which drive his projects to success with innovative ideas that meet, or exceed, his Client's expectations. He is an objective-driven, hands-on leader who takes a detail-oriented, time and cost-conscious approach to project management.

Contact Information:
 300 Interchange Blvd, Ste. C
 Ormond Beach, FL 32174
 shamilton@zevcohen.com
 (386) 677-2482

Education:
 B.S. Civil Engineering,
 University of Florida, 1982

Registrations:
 Professional Engineer
 Florida P.E. 39497

Professional Affiliations:
 American Society of Civil
 Engineers

Volusia County Association for
 Responsible Development
 (VCARD) Regulation
 Committee

Community Involvement:
 Daytona Beach Regional
 Chamber of Commerce,
 Government Relocation
 Committee

Ormond Beach Airport
 Advisory Board

Embry-Riddle Aeronautical
 University Civil Engineering
 Industrial Advisory Board

Former YMCA Board Member

Former Ormond Beach Youth
 Recreation Coach

Years of Experience:
 40

Years with ZCA:
 23

Sam is much-admired as a motivator and a talented, market-aware innovator. He evaluates current industry trends ensuring the Company maintains its technological leadership position. Sam's philosophy of work quality and responsiveness has become a tradition at ZCA. With Sam's expertise, ZCA has become one of the largest civil engineering firms headquartered in the area.

Project Experience

Commerce Parkway Connector, Bunnell, Florida

- **Role:** Principal-In-Charge
- **Scope:** ZCA coordinated and designed utilities for Commerce Parkway, a 1 mile connector road between U.S.-1 and State Road 100 within the City of Bunnell, Florida that was deemed a High Priority Project by the Florida Department of Transportation (FDOT). ZCA coordinated with the City and property owner along the Commerce Parkway right-of-way to determine future water, sewer and utility requirements.

7th Street Drainage Improvements, Holly Hill, Florida

- **Role:** Principal-In-Charge
- **Scope:** The City was experiencing frequent neighborhood flooding problems on 7th Street. ZCA provided civil design services to upgrade the drainage system. ZCA utilized directional drill technique to minimize distribution to the residential neighborhood. Additionally, ZCA provided maintenance of traffic plan, bidding assistance, and construction administration services.

Halifax Crossings Utility Design, Deltona, Florida

- **Role:** Principal-In-Charge
- **Scope:** ZCA designed and permitted 1,200 LF 10-inch water main and 6-inch forcemain extensions associated with a proposed roadway extension. The utilities were designed to accommodate the existing developments as well as the surrounding future developments.

Indian Trails Fire Station, Palm Coast, Florida

- **Role:** Principal-In-Charge
- **Scope:** ZCA provided civil engineering and landscape architecture design for the new fire station facility in the Indian Trails section of Palm Coast. Additionally, ZCA provided bidding and construction administration service for the project.

Derbyshire Neighborhood Sidewalk Improvements, Daytona Beach, Florida

- **Role:** Principal-In-Charge
- **Scope:** The design of 10,197 LF of 6' wide sidewalks for the City of Daytona Beach within the Derbyshire Park area. Challenges presented in this project included minimizing impacts to existing residences and the rerouting of stormwater facilities, where required. This project was funded by Florida Department of Transportation (FDOT) Grant funds.



Randy M. Hudak, P.E.
Director of Engineering
Project Role: Project Manager



As Director of Engineering at Zev Cohen & Associates, Inc. (ZCA), Randy possesses the energy and drive that enables him to be an exceptional Project Manager. His ability to coordinate and expedite a multitude of tasks results in the delivery of projects that are on time and within budget. Randy has enjoyed the opportunity to manage a wide variety of public and private sector projects that have enabled him to cultivate a strong customer service-oriented approach to his project management. This approach, coupled with his strong technical foundation, provides each client with a unique and tailored approach to their specific project goals.

Contact Information:

300 Interchange Blvd, Ste. C
 Ormond Beach, FL 32174
 rhudak@zevcohen.com
 (386) 677-2482

Education:

B.S. Civil Engineering
 University of Central Florida, 2001

Registrations:

Professional Engineer
 Florida P.E. 65053

Department of Environmental
 Protection (DEP) Qualified
 Stormwater Management Inspector
 9803

Professional Affiliations:

American Society of Civil
 Engineers

Volusia County Association for
 Responsible Development
 (VCARD)

Community Involvement:

Livestrong Foundation Member

PACE Center for Girls Sponsor

Galloway Group Member

Participant in Numerous
 Endurance Events for Charity

Years of Experience:

22

Years with ZCA:

22

Project Experience

DeLand Public Works Administration Building, DeLand, Florida

- Role: Project Manager
- Scope: ZCA is providing Civil Engineering and Landscape Architectural services for the City of DeLand’s ±20,000 SF Public Works Administration Building. ZCA will provide design, permitting, bidding, and construction administration services for the City.

Volusia County Fire Stations #11 and #32 Parking Lot Additions, Volusia County, Florida

- Role: Project Manager
- Scope: ZCA provided Civil Engineering and Landscape Architectural services for Volusia County Fire Station #11, nine space parking lot, and Fire Station #32, thirteen space parking lot. ZCA provided design, permitting, bidding, and construction administration services for the County.

New Smyrna Beach Southeast Interchange Force Main, New Smyrna Beach, Florida

- Role: Project Manager
- Scope: ZCA designed, permitted and provided construction administration services for a six-lot commercial subdivision that required utility design of a dual pump master lift station fed by a gravity sewer network. The lift station was connected to the Utilities Commission of New Smyrna Beach’s sanitary sewer network via 5,300 LF of force main installed within the Florida Department of Transportation (FDOT) and Volusia County rights-of-way.

Yorktowne Boulevard (North and Central Sections), Port Orange, Florida

- Role: Project Manager
- Scope: ZCA designed two projects, consisting of ±5,000 LF of 4-lane urban roadway, to Florida Department of Environmental Protection (FDOT) standards as part of the Volusia County thoroughfare system. Utilities and stormwater components were designed to accommodate existing and surrounding future developments.

Midtown Community Center, Daytona Beach, Florida

- Role: Project Engineer
- Scope: Project management and site design for the second phase of Midtown Center Community Park (a.k.a. Cypress Recreation Center). Design included new tennis and basketball courts, new baseball field and a new Community Center. The project was designed to meet LEED standards and provided stormwater, utility, parking and grading design for the site.



Haluk (Luke) Kilic, P.E.
Sr. Project Engineer
Project Role: Project Manager



Luke is a reliable and committed engineer with experience in multiple disciplines of engineering. He maintains the highest level of work ethics while working jointly with clients, contractors and agencies. Luke understands the importance of time management while completing projects and he is able to guarantee the highest quality of work which continually satisfies our clients' demands.

Project Experience

Contact Information:

300 Interchange Blvd, Ste. C
 Ormond Beach, FL 32174
 hkilic@zevcohen.com
 (386) 677-2482

Education:

B.S. Civil Engineering, Embry
 Riddle Aeronautical
 University, 2005

Registrations:

Professional Engineer
 Florida P.E. 84244

Professional Affiliations:

American Society of Civil
 Engineers

Site Ops, Site Engineering
 Software Certified

Community Involvement:

City of Ormond Beach
 Chamber of Commerce Board
 of Directors Member

City of Ormond Beach Public
 Works Advisory Board,
 Chairman

Ormond Beach Leadership
 Program Graduate

Embry Riddle Aeronautical
 University, Civil Engineering
 Industry Advisory Board
 Member

Years of Experience:

18

Years with ZCA:

16

Airport Road, Flagler County, Florida

- Role: Project Engineer
- Scope: Design and permitting of 7,655 LF of 2-lane major collector roadway with provisions for expansion of two additional lanes in the future. Design incorporated all infrastructure including ±2,200 LF of 12" water main which required extensive coordination with adjacent developments regarding exact locations for tie-ins and related connection for future developments along the corridor. Design and permitting also included stormwater retention and treatment systems for the entire corridor including the ability to handle the future additional 2-lane roadway section.

Flagler County Library, Bunnell, Florida

- Role: Project Manager
- Scope: ZCA is providing Civil Engineering, Landscape Architectural, and Environmental Services for a new 30,000 SF library on Flagler County's Government Complex in Bunnell. ZCA has provided alternative site design input for placement of the building within the library parcel.

Ormond Beach Water Main Replacement Project, Ormond Beach, Florida

- Role: Project Engineer
- Scope: The 2-inch Water Main Replacement Project consisted of approximately 23,000 linear feet of main replacement upgraded the City distribution system to current City standards. Approximately 25% of the replacement line was installed by horizontal directional drilling while the remainder was installed through open pavement cut procedure. Due to the project being spread out through the City's Mainland area, ZCA had to obtain nine (9) different Health Department Permits in order to handle to various locations and system connection points. A strong focus was placed upon site restoration following installation so the City was able to maintain their neighborhood friendly approach to construction.

Broadway Avenue Watermain and Forcemain Extensions for Security First Insurance, Ormond Beach, Florida

- Role: Project Manager
- Scope: The project consisted of approximately 1,715 LF of 12" PVC watermain (public) and 1,800 LF of 8" forcemain (public) extensions from US-1 to the Security First Insurance site through Broadway Avenue and future Commence Crossings Blvd. The project utilized open cut installation as well as Jack and Bore method under the Florida East Coast Railroad (FEC). Permitting included an FEC Utility Permit, the Volusia County Use Permit, as well as a site plan approval through the City of Ormond Beach.



Melia L. Russell, P.E.
Senior Professional Engineer/Quality Control Manager
Project Role: Project Manager

Melia excels in complex planning, design and permitting projects. She provides our clients with the best practical design and diligence in bringing projects to completion on time and under budget. Melia's attention to detail and organization are evident in all of her work. She is eager to provide solutions that surpass the evolving technological changes of the industry. From design and permitting to final certification, Melia understands what it takes to provide the efficient and high quality services that clients have come to expect from Zev Cohen & Associates, Inc. (ZCA).

Contact Information:

300 Interchange Blvd, Ste. C
Ormond Beach, FL 32174
mrussell@zevcohen.com
(386) 677-2482

Education:

B.S. Civil Engineering, Embry-
Riddle Aeronautical University,
2003

Registrations:

Professional Engineer
Florida P.E. 68357

Professional Affiliations:

Florida Engineering Society

National Society of Professional
Engineers

Site Ops, Site Engineering Software
Certified

Years of Experience:

21

Years with ZCA:

20

Project Experience

Hand Avenue Collector Road Widening, Ormond Beach, Florida

- Role: Project Engineer
- Scope: A complete design and permitting of a replacement/upgrade to the water supply with the Hand Avenue corridor. Various line sizes, plus multiple interconnects and two railroad buried crossings. Overall length is $\pm 7,000$ feet.

7th Street Drainage Improvements, Holly Hill, Florida

- Role: Project Manager
- Scope: The City was experiencing frequent neighborhood flooding problems on 7th Street. ZCA provided civil design services to upgrade the drainage system. ZCA utilized directional drill technique to minimize distribution to the residential neighborhood. Additionally, ZCA provided maintenance of traffic plan, bidding assistance, and construction administration services.

Beach Street Forcemain, Daytona Beach, Florida

- Role: Project Engineer
- Scope: ZCA designed and permitted a 36" forcemain extension for the City of Daytona Beach. This project involved constructing within existing roadways and designing around existing utilities with minimal disturbance to the surrounding areas.

Holly Hill Library, Holly Hill, Florida

- Role: Project Engineer
- Scope: ZCA designed a 10,400 SF building with associated parking and stormwater improvements to replace the existing library and Chamber of Commerce. ZCA is responsible for the civil site engineering elements of this project that included drainage analysis and permitting through the St. Johns River Water Management District (SJRWMD), Florida Department of Environmental Protection (FDEP), Florida Department of Health (DOH), Florida Department of Transportation (FDOT) for drainage and driveway permits, and the City of Holly Hill. This project was designed to obtain LEED certification.

Holly Hill Pickleball Complex (Pictona), Holly Hill, Florida

- Role: Project Manager
- Scope: The Holly Hill Pickleball Complex (Pictona) resulted from a public-private joint venture to revitalize the City's existing park facility. ZCA provided Civil Engineering, Landscape Architectural Design, and Environmental Surveys and Permitting for this 49 court complex. ZCA also provided bidding and construction administration services for the City.



John A. Dillard, Jr., P.E.
Sr. Project Engineer
Project Role: Project Manager



John Dillard has 40 years of experience in civil engineering that covers site design, permitting, water, sewer, drainage, etc. that tie in well with the Zev Cohen & Associates, Inc. (ZCA) Team. John started his career at an early age working in drafting, helping in installing packaged water and wastewater treatment plants. He received both water and wastewater plant operation certifications while working with an operations group; he also managed an environmental laboratory during this time. After receiving his Bachelor’s degree from Florida, John worked in various fields from civil site to industrial waste stream treatment all aspects of water resource planning and design. John also worked as the Development Director for the City of South Daytona for over 11 years which enabled him to gain full insight into municipal workings.

Contact Information:
 300 Interchange Blvd, Ste. C
 Ormond Beach, FL 32174
 jdillard@zevcohen.com
 (386) 677-2482

Education:
 B.S. Civil Engineering
 University of Florida, 1984

Registrations:
 Professional Engineer
 Florida P.E. #37256

Certified Floodplain Manager
 #30910

Professional Affiliations:
 Florida Planning & Zoning
 Association

Florida Floodplain Managers
 Association

Community Involvement:
 Board of Directors for the
 Heritage Preservation Trust

Years of Experience:
 40

Years with ZCA:
 4

Project Experience

Commerce Parkway Connector, Bunnell, Florida

- **Role:** Project Manager
- **Scope:** ZCA coordinated and designed utilities for Commerce Parkway, a 1-mile connector road between U.S.-1 and State Road 100 within the City of Bunnell, Florida that was deemed a High Priority Project by the Florida Department of Transportation (FDOT). ZCA coordinated with the City and property owner along the Commerce Parkway right-of-way to determine future water, sewer and utility requirements. This project required coordination with multiple agencies including the City of Bunnell, Flagler County, Florida Power & Light (FPL), FDOT, St. Johns River Water Management District (SJRMWD), and the Florida Department of Environmental Protection (FDEP) regarding the roadway design.

Rima Ridge Roadway Rehabilitation, Flagler County, Florida

- **Role:** Project Manager
- **Scope:** ZCA was contracted by Flagler County to design roadway improvements for 2.78 miles of road in the Rima Ridge subdivision area. The project included the evaluation of existing pavement conditions, the drainage system and residential driveway connections in this rural subdivision area. The FDOT funded LAP project was designed to bring the roadway to Greenbook standards.

Ormond Beach State Road 40/Airport Road Water Main, City of Ormond Beach, Florida

- **Role:** Engineer of Record/Senior Project Engineer
- **Scope:** The project design consists of approximately 4,700 linear feet of 16-inch and 4,300 linear feet of 12-inch water main of both direct bury and directional drilling lines.

Lantern Park Stormwater Improvements, South Daytona, Florida

- **Role:** Project Manager
- **Scope:** Retrofit of an existing residential subdivision with an off-line wet-detention stormwater treatment system with pumping capabilities during major storm events and for recovery of major street flooding. Project required grant applications through FEMA, Florida Department of Transportation (FDOT) and St. Johns River Water Management District (SJRWMD) as well as environmental resource permitting from SJRWMD.



Ryan Duggan, P.E.
Project Engineer
Project Role: Project Engineer



Ryan graduated from the University of South Florida with a Bachelor’s degree in Civil Engineering. Ryan’s thorough attention to detail is an asset to the team here at Zev Cohen & Associates, Inc. (ZCA). Ryan takes a logical approach when project concerns arise and is able to resolve them in a timely, cost effective manner. Ryan is client satisfaction driven, resulting in successful projects and gratified clients.

Contact Information:
 300 Interchange Blvd, Ste. C
 Ormond Beach, FL 32174
 rduggan@zevcohen.com
 (386) 677-2482

Education:
 B.S. Civil Engineering
 University of South Florida, 2013

A.A. Science
 Daytona State College, 2010

Registration:
 Professional Engineer
 Florida P.E. 93396

Years of Experience:
 9

Years with ZCA:
 9

Project Experience

Port Orange Police Department Shooting Range, Port Orange, Florida

- Role: Project Engineer
- Scope: ZCA provided design, permitting and construction services for the Shooting Range project. ZCA assisted the City of Port Orange staff in the development and advertisement of the development, oversaw and coordinated process and submittals to ensure compliance with City standards, and assisted with bid documents. ZCA prepare civil site and architectural construction plans that included paving, grading, and drainage improvements, stormwater ponds and two shooting range areas. Permitting through the St. Johns River Water Management District (SJRWMD) and the City of Port Orange.

Barhyt Avenue and Turton Street Drainage, Port Orange, Florida

- Role: Project Engineer
- Scope: ZCA consulted and assisted the City of Port Orange with drainage improvements and Water Management District permitting.

Daytona State College’s Daytona Campus Parking Lot Additions, Daytona Beach, Florida

- Role: Project Engineer
- Scope: ZCA provided civil engineering, landscape architectural, and construction administration services to DSC to increase campus parking capacity adjacent to a new dormitory building. Three new parking lots were constructed providing 156 new spaces. Due to limited space available to provide standard stormwater ponds, ZCA creatively designed exfiltration systems under each lot to accommodate the stormwater needs. ZCA coordinated with the dorm architect to understand the future utility, drainage, and access needs.

Museum of Arts and Sciences Flood Study, Daytona Beach, Florida

- Role: Project Engineer
- Scope: As a result of the May 2009 rain event, the Museum hired ZCA to provide a drainage and flood study of their facility and the surrounding area. ZCA investigated the extent/cause of the damage, determined a timeline and source of the flooding (2.4 square mile drainage basin), and developed options to provide protection against future significant rain events.



Jason Salatto
Construction Engineering Inspection Manager
Project Role: Construction Inspector Manager



Jason spent time working in production quarries & mines, Construction Engineering Inspection, and managing numerous public & private construction projects for a multi-disciplined civil contractor over the last 9 years. He is a strong communicator who establishes clear strategic goals and builds a culture of trust and accountability to execute and deliver results.

Project Experience

Contact Information:

300 Interchange Blvd, Ste. C
 Ormond Beach, FL 32174
 jsalatto@zevcohen.com
 (386) 677-2482

Certifications:

Asphalt Paving L1
 Asphalt Paving L2
 Asphalt Plant L2
 Earthworks CI L1
 Earthworks CI L2
 Final Estimates L1
 Final Estimates L2
 MOT- Intermediate
 Stormwater Management Inspector

Years of Experience:

9

Years with ZCA:

1

Deland Airport Industrial Park Access Road, DeLand, Florida

- Role: Construction Administration Manager
- Scope: The existing active silviculture site is approximately 12 acres and provides approximately 3,400 linear feet of new roadway. The project included two (2), twelve (12)-foot wide, undivided travel lanes with six (6) foot shoulders and swales on both sides of the road and associated stormwater treatment areas. It is located off of S.R.11 and is an extension to the existing Edison Drive in DeLand, Florida and provides an additional connection to the Deland Airport Business Park intended to promote growth and business to the Industrial Business Park.

Cici & Hyatt Brown Hall, Stetson University, DeLand, Florida

- Role: Construction Administration Manager
- Scope: The new two story, 40,000 SF Cici & Hyatt Brown Hall for Health & Innovation building. The building design incorporated a connection to the existing Sage Hall and included: a community teaching garden, rain garden, teaching kitchen, and courtyard space for student collaboration. During the design phase, the team held workshops and collaboration sessions with the building end users to carry out the visions of the students and teaching staff.

Project Success, Daytona Beach, Florida

- Role: Construction Administration Manager
- Scope: Improvements to the existing One Daytona Multi-Use Facility including the extension of the existing roadway, reconfiguration of a parking area, the construction of a new roadway, the expansion of an existing parking area and the reconfiguration of an existing wet detention area.

Derbyshire Neighborhood Sidewalk Improvements, Daytona Beach, Florida

- Role: Construction Administration Manager
- Scope: The design of a 10,197 linear foot of 6’ wide sidewalks for the City of Daytona Beach within the Derbyshire Park Area. Challenges presented in this project included minimizing impacts to existing residences and the rerouting of stormwater facilities where required. This project was funded by the FDOT Grant Funds

Ormond Beach Airport Business Park Collector Road Extension, Ormond Beach, Florida

- Role: Construction Administration Manager
- Scope: Constructing approximately 1,300 linear foot of collector roadway from Pineland Trail eastward to the existing roadway section connecting to Tower Circle. This will include construction of storm water sewer conveyance systems and two storm water management facilities.



Todd Bush
Construction Engineering Inspector
Project Role: Construction Inspector



Todd brings over 38 years of experience in Construction Administration and Construction Engineering Inspection (CEI) services to the Zev Cohen & Associates, Inc. (ZCA) with knowledge in excavation, installation, earthwork, paving, drainage, roadway, water, sewer and much more. Todd understands the need for efficiency and accuracy as well as the importance of effective communication to ensure the client’s goals are met and exceeded.

Contact Information:
 300 Interchange Blvd, Ste. C
 Ormond Beach, FL 32174
 tbush@zevcohen.com
 (386) 677-2482

Registration:
 Florida Department of
 Transportation (FDOT)
 Maintenance of Traffic (MOT)
 Certified, #87243

Years of Experience:
 38

Years with ZCA:
 4

Project Experience

Beach Street Forcemain, Daytona Beach, Florida

- **Role:** Engineering Inspector
- **Scope:** ZCA was contracted by the City of Daytona Beach to provide construction inspection for a 5,200 LF, 36” force main along Beach Street. Our design complied with FDOT, DEP and the City of Daytona Beach Design Standards, and provides all necessary construction detail to adequately bid and efficiently construct the project. Upon completion of the design, ZCA provided inspection services as part of the CEI effort.

Port Orange Community Development Inspection Services, Port Orange, Florida

- **Role:** Engineering Inspector
- **Scope:** ZCA provided site and subdivision construction inspection services which include paving, grading, drainage, landscaping and utilities for City-wide projects under development by private developers.

Dunlawton Avenue Roadway Widening, Port Orange, Florida

- **Role:** Engineering Construction Inspector
- **Scope:** Widening of Dunlawton Avenue from Jackson Street to Summer Trees Road including water, sewer, force main, drainage, box culverts, signalization, roadway, earthwork, and paving.

Dunlawton Avenue Drainage Improvements/Halifax Canal Reclaimed Water Augmentation, Port Orange, Florida

- **Role:** Engineering Inspector
- **Scope:** The City of Port Orange enacted a number of drainage projects along Dunlawton Avenue in an effort to reduce flooding concerns in addition to the augmentation of the Halifax Canal which required drainage control, gate valves and piping installation and restoration. This project required construction and expansion of two locations for the installation of wetland detention ponds as well as excavation and installation 1,025 LF of 36” DIP from the Halifax Canal for the pump station on Ruth Street and installation of 1,200 LF of 8” DIP from Oak Street to the wastewater treatment plant.

Continuing CEI Services, City of Edgewater, Florida

- **Role:** Engineering Inspector
- **Scope:** Provided the City of Edgewater with inspections on number project for over 20 years including projects that involved public works, community development, parks and recreation in addition to other County and state projects. Projects consisted of wastewater treatment plants, water plants, underground utilities throughout the City, lift stations, subdivisions and commercial site inspections.



William (Bill) D. Lites
Director of Environmental Science
Project Role: Sr. Environmental Scientist



Bill brings over 34 years of experience in ecological consulting and planning to Zev Cohen & Associates, Inc. (ZCA). As a Senior Ecologist and project manager, Bill has a wide range of experience in environmental planning and design as well as listed species surveys, permitting, habitat management planning, habitat survey protocol design, survey, monitoring and reporting, wetland delineations, functional assessments, permitting, mitigation design, implementation and management, wetland and upland restoration and enhancement and ecological planning and design.

Contact Information:

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 Ormond Beach, FL 32174
 blites@zevcohen.com
 (386) 677-2482

Education:

B.S. Biology
 University of Central Florida,
 1987

Registrations:

Authorized Gopher Tortoise
 Agent (GTA) 12-00018-H

U.S. Green Building Council
 (USGBC)

U.S. Army Corps of Engineers
 (USACE) Certified Wetland
 Delineator

Wetland Delineation
 Certification Program

Professional Affiliations:

Florida Green Building
 Coalition (FGBC) Green
 Development Committee

Former Board of Directors
 Chairman and Board Liaison

Years of Experience:

34

Years with ZCA:

9

Project Experience

Commerce Parkway, Bunnell, Florida

- **Role:** Project Manager/Lead Ecologist
- **Scope:** ZCA conducted environmental surveys and wetland permitting for this collector arterial roadway from US-1 to SR-100. This project had previously been approved in a conceptual Environmental Resource Permit (ERP) from the St. Johns River Water Management District (SJRWMD) and the U.S. Army Corp of Engineers (USACE). ZCA conducted listed species and gopher tortoise surveys on the alignment and stormwater ponds. ZCA compiled the ERP for construction and coordinated with the project team to evaluate that wetland impacts were consistent with the conceptual, and provided mitigation assessments and Uniform Mitigation Assessment Method (UMAM) table calculations for the ERP.

County Road 205, Flagler County, Florida

- **Role:** Senior Environmental Scientist
- **Scope:** ZCA flagged the wetlands and surface waters along both sides of the 2.5 mile CR-205 right-of-way. ZCA conducted agency reviews, coordinated with design engineers to reduce wetland impacts, conducted gopher tortoise and listed species surveys and obtain a Nationwide Permit (NWP) from the U.S. Army Corps of Engineers (USACE), and an Environmental Resource Permit (ERP) from the St. Johns River Water Management District (SJRWMD) for the road widening and safety improvements.

West Ormond Community Center, Ormond Beach, Florida

- **Role:** Environmental Project Manager
- **Scope:** Bill served as the Environmental Project Manager to photo-interpret, ground-truth, an estimate the wetland lines on this parcel and conducted a survey for gopher tortoises and other listed species for a due diligence of this parcel. Bill also coordinated with the project planner and landscape architect to develop multiple concept designs for this multi-purpose recreational facility.

Port Orange Public Works Field Operation Facility, Port Orange, Florida

- **Role:** Senior Environmental Scientist
- **Scope:** The Port Orange Public Works Field Operation facility is a site consisting of a +/- 11,400 sf administration building and +/-16,700 sf warehouse. The site was designed to accommodate parking for employees and visitors as well as both covered and uncovered parking for large equipment used by the City's public works department.



Mallory B. Tatum
Environmental Scientist
Project Role: Environmental/GIS Specialist



Mallory is an engaging and active ecologist and, as a Volusia County native, she has been exposed to a range of ecological and business diversity. Mallory’s current experience involves federal, state and local permitting, wetland delineation, threatened and endangered species surveying, habitat management, and mitigation monitoring. Her ability to absorb details and produce results reflects her values and considerations towards managing the client’s time and money, making her a valued Zev Cohen & Associates, Inc. (ZCA) team member.

Contact Information:
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 Ormond Beach, FL 32174
 mtatum@zevcohen.com
 (386) 677-2482

Education:
 M.S. Integrated Environmental
 Science
 Bethune-Cookman University,
 2019

B.A. Environmental Science
 Stetson University, 2015

Certifications:
 FWC Authorized Gopher
 Tortoise Agent GTA-20-00065

FDACS Commercial Pesticide
 Applicator License CM26957

SCUBA Open Water

Florida Master Naturalist –
 Coastal Systems

Years of Experience:
 9

Years with ZCA:
 4

Project Experience

Deltona Raw Water Harvesting, Deltona, Florida

- Role: Environmental Scientist
- Scope: ZCA provided environmental services which included wetland delineations with Florida Department of Environmental Protection (FDEP) and St. Johns River Water Management District (SJRWMD), historic/specimen tree survey and identification, listed species coordination with the U.S. Fish and Wildlife Service (USFWS), and benthic consulting. ZCA also evaluated several design alternatives for the raw water intake and pumping facility to minimize the permitting requirements and maximize environmental benefits.

DeLand Airport Industrial Park, Volusia County, Florida

- Role: Environmental Scientist
- Scope: ZCA provided civil engineering and environmental services for the DeLand Airport Northwest Industrial Business Park Access Road. The existing active silviculture site is approximately 12 acres and provides approximately 3,400 linear feet of new roadway located off of S.R.11. The environmental services included the review of the formal wetland determination, review of existing permitting, wetland mitigation, habitat characterization, and review of existing protected species.

Turnbull Bay Road Paved Shoulders, Volusia County, Florida

- Role: Environmental Scientist
- Scope: Construction permitting focused on avoidance and minimization to utilize existing permitting exemptions, wetland flagging, mitigation negotiations, permitting, listed species surveys, including obtaining concurrence from USFWS that the project will not affect the Florida scrub-jay or its habitat.

Providence Boulevard Shared-Use Path, Deltona, Florida

- Role: Environmental Scientist
- Scope: ZCA provided environmental consultation and permitting services for this 6.2 mile multi-path trail located within Providence Boulevard right-of-way in Deltona, Florida. ZCA conducted site visits to determine potential wetlands and protected species habitat, and Florida scrub-jay and gopher tortoise surveying. Gopher tortoises were permitted for relocation and excavated according to Florida Fish and Wildlife Conservation Commission (FWC) protocols. ZCA coordinated with the U.S. Fish and Wildlife Service (USFWS) to submit a Letter of Concurrence to verify that the project was “Not Likely to Adversely Affect” (NLAA) the Florida scrub-jay.



Jake E. Stehr, P.L.A.
Sr. Landscape Architect
Project Role: Landscape Architect



Trained as a Landscape Architect with a professional background in history and planning, Jake brings unique perspective and pragmatic solutions to complex projects. He is a cross-disciplinary designer who creates strong collaborations by translating between project constituencies. His expertise is in organically-integrated urban landscapes. To create constructed habitats and social spaces in these contexts, Jake employs an opportunistic and resourceful design approach. Throughout his career, he has strived to leverage a connection between the broad idea of site, history, geography and the interaction between people and place.

Project Experience

Contact Information:
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 jstehr@zevcohen.com
 (386) 677-2482

Education:
 B.A. History, Oklahoma
 Baptist University, 2009

Master of Landscape
 Architecture, Auburn
 University, 2015

Registration:
 Landscape Architect
 Florida LA6667462

Community Involvement:
 City of Ormond Beach
 Brownfield Advisory Board
 Member

City of Ormond Beach Board
 of Appeals & Adjustments
 Member

Daytona Beach Regional
 Chamber of Commerce,
 Leadership Daytona, Class
 XLII

Professional Affiliations:
 American Society of
 Landscape Architects

American Planning Association

Garden Club of America
 Founders Fund

Awards:
 Alabama ASLA Award of
 Honor

LAF Olmsted Scholar

PRZA Surf Coast Pierson
 Award

Years of Experience:
 9

Years with ZCA:
 9

State Road 600 Daytona Median Landscape Improvement Project, Daytona Beach, Florida

- Role: Landscape Designer
- Scope: Landscape and irrigation design, construction administration and coordination with the Florida Department of Transportation (FDOT) and the City of Daytona Beach.

Edgewater Public Works Complex, Edgewater, Florida

- Role: Landscape Architect
- Scope: ZCA collaborated with the City of Edgewater to create a facility that is designed to function as a Public Works Complex, but also will serve as a center for Low Impact Design education.

DeLand Fire Station, DeLand, Florida

- Role: Landscape Architect
- Scope: ZCA provided civil engineering, environmental and landscape architectural services for the development of Fire Station #81 and police evidence facility on the 5-acre land located in DeLand, Florida. ZCA coordinated with City staff and assisted with permitting through St. Johns River Water Management District (SJRWMD), Florida Department of Environmental Protection (FDEP), and the Department of Health (DOH).

City of South Daytona Gateway Signage, South Daytona, Florida

- Role: Project Manager
- Scope: ZCA created a graphical experience by reimagining design elements as you enter the City of South Daytona on US Highway #1. Care was taken to utilize historical architectural features to leverage South Daytona’s unique history in an effort to further advance a unique sense of place.

Daytona State College Soccer Complex, Daytona Beach, Florida

- Role: Landscape Architect
- Scope: The complex includes seating for up to 1,000 spectators, a television broadcasting lighting system, a pedestrian pathway system, pre-game plaza area, a jumbo screen and the associated parking lots. The soccer field is designed to meet National Collegiate Athletic Association (NCAA) standards.



Education

BS, Civil Engineering,
University of Central
Florida, 1998

Years of Experience

24

Licenses & Certifications

- Professional Engineer - FL
#60216

Brian Pohl, PE

Branch Manager/Senior Geotechnical Engineer

Brian Pohl coordinates and directs geotechnical explorations and testing and inspection services for buildings, bridges, residential, and industrial facilities and small to large roadways. He has experience in shallow and deep foundation and testing services analysis, including spread footing and pile foundations. Mr. Pohl has conducted geotechnical studies for roadway, airport and bridge projects, and land development. He has experience in design and monitoring of ground modification procedures for problematic soil conditions and in pond design recommendations. Mr. Pohl has experience with various pavements, rigid and flexible design. He has also provided earthwork recommendations for underground utilities within problematic soil conditions. Mr. Pohl has also performed WEAP analyses and pile driving analyses for Florida Department of Transportation (FDOT) and commercial projects.

PROJECT EXPERIENCE

City of Deltona RIB Project

Deltona, Florida

Brian completed a Geotechnical Evaluation for the design and subsequent expansion of the Rapid Infiltration Basin. The studies comprised of evaluating the soil conditions with respect to drainage and capacity. Also, Mr. Pohl conducted the inspection services during construction.

City of Daytona Beach Wastewater Treatment Plant

Daytona Beach, Florida

Mr. Pohl has conducted numerous geotechnical services for the continuing expansion for the existing facility.

Latitudes Development

Daytona Beach, Florida

Brian Pohl and his staff performed Geotechnical services required for the large residential development. Geotechnical services for site design include numerous pond background seepage and pond recovery analyses. The project comprises of numerous wetlands.. Analyses were performed to ensure no hydrologic impacts to the wetlands would occur with respect to the design of the storm water ponds.

New Smyrna Beach Coastal Area Drainage Improvements

New Smyrna Beach, Florida

Brian Pohl provided geotechnical services for a large storm water drainage improvement project within an existing residential area within the peninsula of NSB that had been experience significant flooding. The project consisted of the installing new underground infrastructures as well as rerouting outfalls.

Montebello, Lombardy & NW Stormwater Management Improvements

Deltona, Florida

Universal completed Geotechnical Engineering geotechnical services for proposed swale improvements within a large residential area of Deltona. Our services consisted of determining existing soil drainage characteristics, seasonal high levels, and groundwater modeling for baseflow and flow rates for the proposed swales and where necessary underdrains.

Albert Dale Bradshaw, PSM
President

Contact Information

Bradshaw-Niles & Associates, Inc.
280 Business Park Circle, Suite 410
St. Augustine, FL 32095
(904)829-2591
dbradshaw@bradshaw-niles.com

Education

St. Joseph Academy High School

Registrations

Florida Professional Surveyor and
Mapper, #5257

Professional Affiliations

Florida Surveying and Mapping Society

Experience Summary

Mr. Bradshaw is Bradshaw-Niles' most senior surveyor and also serves as President of our firm. With over 31 years of experience, he is equipped to handle every surveying service Bradshaw-Niles offers. He has been a principal of our firm since 2004 and has been an employee and manager since its inception as Privett-Niles & Associates, Inc. in 1997. Mr. Bradshaw is a Past President and has served as President Elect, Vice President, Secretary, and Director at the State level of the Florida Surveying and Mapping Society, all positions that is voted on by his peers. He is also a past president of the Florida Crown Chapter of the Florida Surveying and Mapping Society.

Brief Project Experience

Miscellaneous Surveys (Tree, Wetland, As-built, Construction Staking, etc.)

- Anglers Paradise, Putnam County, FL
- Dollar General, Palatka, FL
- Sportsman Loge, Putnam County, FL
- Strickland Road Route Survey, Putnam County, FL
- Gator Bowl, Jacksonville, FL
- St. Augustine Airport, St. Augustine, FL

St. Johns County School District

- Elementary School Site, "AM"
- Elementary School Site "AF"
- Creekside High School
- Ponte Vedra High School
- School Site "GG"
- Timberlin Creek Elementary School
- Mill Creek Elementary School
- Pedro Menendez High School
- Nease High School
- Hickory Creek Elementary School

Platting Review Services

- Palm Coast-Grand Landings
- Old Kings Road Centre
- Country Club Harbor
- Seminole Pointe, Hidden Lakes Phase 1
- Airport Commerce Center Phase 2
- Waterside Supercenter
- Hidden Lakes Phase 1 Section 2B
- Palm Harbor Parkway
- Sawmill Creek at Palm Coast Phase 1
- East Hampton
- Whiteview all in Palm Coast, FL

Boundary and ALTA Surveys

- Parcel ID #37-09-0000-0060-0090: 5+/- Acre, Putnam County, FL
- Anglers Paradise, Putnam County, FL
- Camp Henry (CR 309), Putnam County, FL
- Sportsman Lodge, Putnam County, FL
- Antiqua, St. Augustine, FL
- Heritage Park, St. Augustine, FL
- Affordable Housing in West Augustine, St. Johns County, FL
- Various Parcels and Easements for Florida Water Services, Palm Coast, FL



Firm:

Cape Design
Engineering, Co.
2725 Center Place
Melbourne, FL 32940
(321)799-2970

Role/Title:

Structural Engineer

Education:

B.S. – Civil Engineering

Licenses/Accreditations:

FL P.E. 94353

**Years of Experience /
With Firm:**

7 / 1

**Professional
Affiliations :**

AISC, ASCE, ACI

Mr. Findlater serves as a Structural Engineer for CDE and has over 7 years of structural engineering experience.

Kyle has participated in numerous designs of buildings, non-building structures, marine structures, retaining walls, and foundations. Mr. Findlater is proficient in Finite Element Analysis and AutoCAD with experience on buildings and marine structures. His strong technical background includes conceptual layout, preliminary and detailed design, site investigation, and construction management.

Mr. Findlater understands the various hazards and corrosive environment faced by structures in Florida. His experience and understanding of relevant codes have given him the tools to navigate a variety of situations.

Lead Structural Engineer – King Center, EFSC – re-designing an elevated speaker support system to accommodate newly purchased sound equipment. This task required an extensive structural analysis to distribute the new loads to various adjacent roof supporting members to remain within the structural capacity of all structural members. The original owner’s concept would have significantly exceeded the capacity of the initial structural member, while impacting the entertainment center’s performance schedule. This new analysis was both cost effective and was installed within the breaks of the King Center’s performance schedule.

Lead Structural Engineer – GALE – South Lake Elementary School Roof Replacement

Lead Structural Engineer – GALE - Apollo Elementary School Roof Replacement

Lead Structural Engineer – GALE – Imperial Estates Elementary School Roof

Replacement

Lead Structural Engineer – Rhodes + Brito Architects- Concrete Block Chiller Plant Building

Lead Structural Engineer – Rhodes + Brito Architects- Antenna Tower Repair

Lead Structural Engineer – AECOM- Area 57W Building 50801 3-Ton Overhead Crane Evaluation

Structural Engineer – GALE- South Lake Elementary School Roof Evaluation

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

12. NAME: Craig Marshall, P.E.	13. ROLE IN THIS CONTRACT Lead Electrical Engineer	14. YEARS EXPERIENCE:	
15. FIRM NAME AND LOCATION (City and State): Cape Design Engineering Co. - Melbourne, FL		a. TOTAL 25	b. WITH CURRENT FIRM 1
16. EDUCATION (Degree and Specialization): B.S. - Electrical Engineering	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline): Florida P.E. # Application Pending; Virginia P.E. # 0402038928		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.): NFPA 70E; SKM Powertools Training; USGBC LEED NC			

19. RELEVANT PROJECTS:			
	(1) TITLE AND LOCATION (City and State):	(2) YEAR COMPLETED:	
		PROFESSIONAL SERVICES:	CONSTRUCTION (If Applicable)
a.	Renovation of Old Dominion University, College of Engineering Maker Space and Innovation Center - Norfolk, VA	2019	2019
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Electrical Engineer/Project Manager (Owner's Rep) - Converting old classroom spaces into new College of Engineering Maker Space and Innovation Center where engineering students make their ideas a reality as well as collaborate with other students on inventions or product improvements. Includes 3-D printing, wood shop, metal shop, welding shop, and biomedical testing area. Square footage: 6500 sf.		
b.	Emergency Power for Lab Spaces in Mills Godwin Building Biology Facility at Old Dominion University Library Norfolk, VA	2018	2018
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Lead Electrical Engineer/Project Manager: Emergency power is spotty at best in the MGB facility. It was needed for lab spaces on 2nd floor where none was available. Completed design to rework and reroute emergency power to this area. A new 200A 3-phase 208V emergency panel and associated circuits were installed to accommodate the existing lab spaces. Sf: 4000		
c.	Student Housing (Whitehurst Hall) HVAC, Electrical, and Fire Protection Upgrades at Old Dominion University - Norfolk, VA	2018	2022
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Electrical Engineer (Owner's Rep) - Whitehurst Hall had moisture and mold problems for years, as well as an insufficient fire protection system. Worked with in-house mechanical engineer to develop scope of work to include electrical support for HVAC system upgrade. Square footage: 110,000 (6 floors) sf.		
d.	HVAC and Electrical Upgrades for ODU NAVY ROTC Center Norfolk, VA	2020	2021-23
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Electrical Engineer/Project Manager (Owner's Rep) - Navy ROTC center is dated. Existing chiller and main distribution panel were proving to be insufficient. Project included chiller replacement, main distribution panel replacement and construction of communications closet. Square footage: 5200 sf.		
e.	GIS Computer Lab at Old Dominion University	2018	2018
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm Lead Electrical Engineer/Project Manager - convert old classroom space into new computer lab for GIS Department, including power and lighting upgrades. Provided new 100A 3-phase 208V panel to feed the lab as well as new circuits and new LED lighting. Square footage: 1000 sf.		



RELEVANT EXPERIENCE

Project Engineer, Town Center Development of Regional Impact (DRI) Traffic Operations & Internal Network Evaluations, Palm Coast, FL: Ms. Dearing was responsible for evaluating traffic operations along the internal roadway network (segments and intersections) under full build-out of the DRI under 2040 future conditions. Her tasks included developing a subarea model to the level of detail required to model the internal roadway network, editing the Socio-economic data for existing area and future development zones, and determining resulting model internal capture between project zones. Roadway segments were evaluated under daily and peak hour conditions based on trip assignments and traffic patterns from the model. Peak hour conditions were evaluated using Synchro analysis software.

Project Engineer, Farmton First Increment (Eastern Gateway) Traffic Operations & Internal Network Evaluations, Edgewater, FL: Ms. Dearing was responsible for evaluating existing roadway and intersection operations along SR 442/Indian River Boulevard. She developed trip generation calculations based on trip rates outlined in the Institute of Transportation Engineers (ITE) Trip Generation Manual and used the Central Florida Regional Planning Model (CFRPM) to determine project trip distribution for multiple phases of development (build-out years 2025 & 2030). Background growth rates used in the analysis were determined by comparing historical growth trends from historical AADT data and model growth projections for each phase of the analysis. Highway Capacity Software (HCS) was used to determine level-of-service and operating conditions at the study area intersections. Ms. Dearing was also in charge of identifying future improvements and mitigation strategies required due to background and project traffic.

Project Engineer, The Gardens Traffic Impact Analysis & Proportionate Share Contributions, Flagler County, FL: Ms. Dearing was responsible for developing the traffic analysis methodology, site access requirements and traffic assessment to obtain transportation concurrency in Flagler County. The assessment included existing, background, and build-out conditions analyses for a.m. and p.m. peak hours. Ms. Dearing also provided recommended improvements including signal timing adjustments and approach geometry improvements to accommodate future background and project traffic. Cost estimates and proportionate share calculations for the project were also included in the required tasks for project completion.

Volusia County Americans with Disabilities Act (ADA) Transition Plan, Volusia County, FL: Ms. Dearing was responsible for compiling and organizing all data for each segment, and each adjacent sidewalk from a GIS database provided by the County. She completed extensive research including review of the most current statues, and design standards for pedestrian facilities. Following determination of the study area, Ms. Dearing evaluated current conditions to assess existing ADA barriers (sidewalk gaps, incorrect slope, path obstructions, etc.). The initial review was conducted through Google Earth images, and then followed by field visits where necessary. Necessary improvements were identified for compliancy and prioritized based on criteria agreed upon by the County. Ms. Dearing assisted in the generation of the cost estimate for improvements, including a quantities list and construction recommendations. As the final deliverable, Ms. Dearing completed the ADA Transition Plan report complete with forms necessary to achieve compliance (Grievance Form, Improvement Request Form, and Inspection Form).

OVERVIEW

Ms. Kady Dearing, PE demonstrates a thorough knowledge of the principles and practices of transportation engineering and planning as applied to operations, geometrics, research and safety. Ms. Dearing's technical background includes Traffic Impact Studies, traffic signal warrant studies, intersection analyses, corridor studies, bicycle and pedestrian feasibility studies, and Americans with Disabilities Act (ADA) transition planning. Her software experience includes practice in Highway Capacity Software, Synrcho 10, Microstation, Trends Analysis, Atlas, and the Central Florida Regional Planning Model (CFRPM) in CUBE. Ms. Dearing's design experience includes preparation of conceptual corridors and roadway design and improvements using Microstation and FDOT plans preparation procedures.

EDUCATION

University of North Florida
B.S. Civil Engineering (2011)

REGISTRATIONS

Registered Professional Engineer,
Florida P.E. No. 84234

YEARS EXPERIENCE

10

YEARS WITH LTG

10

Professional Licenses

Ron DeSantis, Governor
Melanie S. Griffin, Secretary

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BALL, ROBERT JOSEPH
300 INTERCHANGE BLVD
SUITE C
ORMOND BEACH FL 32174

LICENSE NUMBER: PE60001
EXPIRATION DATE: FEBRUARY 28, 2025
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Melanie S. Griffin, Secretary

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HAMILTON, SAMUEL C. JR.
300 INTERCHANGE BLVD
SUITE C
ORMOND BEACH FL 32174

LICENSE NUMBER: PE39497
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HUDAK, RANDY MICHAEL
300 INTERCHANGE BLVD
SUITE C
ORMOND BEACH FL 32174

LICENSE NUMBER: PE65053
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Melanie S. Griffin, Secretary

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DILLARD, JOHN A JR
607 JOHN ANDERSON DR.
ORMOND BEACH FL 321760000

LICENSE NUMBER: PE37256
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Melanie S. Griffin, Secretary

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RUSSELL, MELIA LATCH
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH FL 32174

LICENSE NUMBER: PE60357
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Melanie S. Griffin, Secretary

STATE OF FLORIDA

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KILIC, HALUK
300 INTERCHANGE BLVD, SUITE C
ORMOND BEACH FL 32174

LICENSE NUMBER: PE84244
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Professional Licenses



STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
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DUGGAN, RYAN M.
 6737 CALISTOAGA CIRCLE
 PORT ORANGE FL 32128

LICENSE NUMBER: PE93396
 EXPIRATION DATE: FEBRUARY 28, 2025

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

STEHR, JAKE EDWIN
 751 LINDENWOOD CR EAST
 ORMOND BEACH FL 32174

LICENSE NUMBER: LA6667462
 EXPIRATION DATE: NOVEMBER 30, 2023

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Authorized Gopher Tortoise Agent
 FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
 Division of Habitat and Species Conservation
 Wildlife Diversity Conservation Section
 620 South Meridian Street, Mail Station 2A
 Tallahassee, Florida 32399-1600
 (850) 921-1031

Permittee Name: William Lites
 Permittee Address: Zev Cohen and Associates, Inc
 300 Interchange Blvd Suite C
 ORMOND BEACH, FLORIDA 32174
 UNITED STATES

Permit Number: GTA-12-00016H
 Effective Date: June 21, 2022
 Expiration Date: May 16, 2026

IS AUTHORIZED TO:

1. Conduct gopher tortoise surveys
2. Capture gopher tortoises using bucket traps
3. Capture gopher tortoises using live traps
4. Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows
5. Mark, transport, and release captured gopher tortoises at recipient sites
6. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises
7. Burrow scope

Permittee Signature: *William Lites* Date: 6/21/2022
 Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.

Authorized By: Eric Seckinger Authorized for: Eric Sutton, Executive Director

Authorizing Signature: *Eric Seckinger* Date: 06/21/2022
 Wildlife Diversity Conservation Section

Authorized Gopher Tortoise Agent
 FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION
 Division of Habitat and Species Conservation
 Wildlife Diversity Conservation Section
 620 South Meridian Street, Mail Station 2A
 Tallahassee, Florida 32399-1600
 (850) 921-1031

Permittee Name: Mallory Tatum
 Permittee Address: Zev Cohen and Associates, Inc.
 300 Interchange Blvd Suite C
 ORMOND BEACH, FLORIDA 32174
 UNITED STATES

Permit Number: GTA-20-00065C
 Effective Date: June 10, 2022
 Expiration Date: June 26, 2026

IS AUTHORIZED TO:

1. Conduct gopher tortoise surveys
2. Capture gopher tortoises using hand shovel excavation of gopher tortoise burrows
3. Mark, transport, and release captured gopher tortoises at recipient sites
4. Supervise backhoe excavation of gopher tortoise burrows to capture gopher tortoises
5. Burrow scope

Permittee Signature: *Mallory Tatum* Date: 6/21/22
 Not valid unless signed. By signature, confirms that all information provided to issue the permit is accurate and complete, and indicates acceptance and understanding of the provisions and conditions listed below. Any false statements or misrepresentations when applying for this permit may result in felony charges and will result in revocation of this permit.

Authorized By: Eric Seckinger Authorized for: Eric Sutton, Executive Director

Authorizing Signature: *Eric Seckinger* Date: 06/10/2022
 Wildlife Diversity Conservation Section



Florida Department of Agriculture and Consumer Services
 Division of Consumer Services
 Board of Professional Surveyors and Mappers
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: LS5257
 Expiration Date February 28, 2025

Professional Surveyor and Mapper License
 Under the provisions of Chapter 472, Florida Statutes

ALBERT D BRADSHAW
 280 BUSINESS PARK CIR STE 410
 SAINT AUGUSTINE, FL 32095-8836

Wilton Simpson

WILTON SIMPSON
 COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Professional Licenses

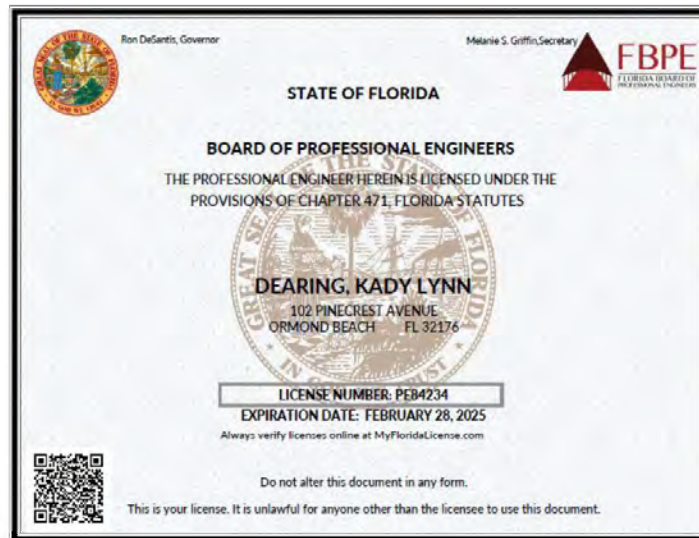
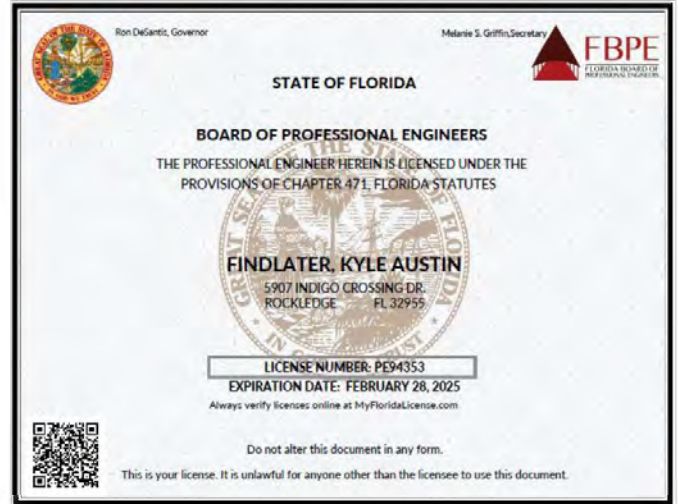


Licensee Information

Name:	POHL, BRIAN C (Primary Name)
Main Address:	145 CORAL CIRCLE SOUTH DAYTONA Florida 32119
County:	VOLUSIA

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	60216
Status:	Current,Active
Licensure Date:	06/23/2003
Expires:	02/28/2025



Licensee

Name:	ZEV COHEN & ASSOCIATES, INC	License Number:	4516
Rank:	Registry	License Expiration Date:	
Primary Status:	Current	Original License Date:	09/29/1986

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
40318	Current, Active	DURANT, M DWIGHT	Registry	02/12/2005	Professional Engineer	02/28/2025

Firm Engineering Registry

**SECTION B -
FIRM'S RELATED EXPERIENCE**



RFQ #2023-02

**REQUEST FOR QUALIFICATION STATEMENTS FOR
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**

SECTION B

Related Experience

Beach Street Force Main, Daytona Beach, Florida

Owner Name and Address: City of Daytona Beach
 Ms. Shannon Ponitz, P.E.
 125 Basin Avenue
 Daytona Beach, FL 32114
Phone Number: (386) 671-8825
Email: ponitzshannon@ci.daytona-beach.fl.us

Year Completed: 2021
Project Cost: \$85,000 (fee)



Project Description: : ZCA was contracted by the City of Daytona Beach to provide construction inspection for a 5,200 LF, 36” force main along Beach Street, extending from the intersection of Live Oak Street and Palmetto Avenue to the wastewater treatment plant along Freemont Court. Additional portions of ZCA’s scope include: All project management and coordination of sub-consultants, Engineer’s Opinion of Cost, assistance during the bidding process, construction administration services with two “Public Involvement” meetings, review of contractor’s pay application requests, review of shop drawings, responses to contractor’s requests for information, clarification or interpretation of the construction drawings, attendance of weekly construction meetings, and final certifications to the FDEP.

DeLand Airport Access Road, DeLand, Florida

Owner Name and Address: City of DeLand
 Mr. Ray Bahrami, P.E.
 1102 South Garfield Avenue
 DeLand, FL 32720
Phone Number: (386) 626-7189
Email: bahramir@deland.org

Year Completed: Ongoing
Project Cost: \$1,200,000



Project Description: ZCA provided civil engineering and environmental services for the Deland Airport Northwest Industrial Business Park Access Road. The existing active silviculture site is approximately 12 acres and provides approximately 3,400 linear feet of new roadway. The project included two (2), twelve (12)-foot wide, undivided travel lanes with six (6) foot shoulders and swales on both sides of the road and associated stormwater treatment areas. It is located off of S.R.11 and is an extension to the existing Edison Drive in Deland, Florida and provides an additional connection to the Deland Airport Business Park intended to promote growth and business to the Industrial Business Park. The environmental services included the review of the formal wetland determination, review of existing permitting, wetland mitigation, habitat characterization, and review of existing protected species.

Related Experience

Edgewater Public Works Facility, Edgewater, Florida	
Owner Name and Address: City of Edgewater Mr. Randy Coslow, P.E. 490 Mango Tree Drive Edgewater, FL 32132 Phone Number: (386) 424-2400 Email: rcoslow@cityofedgewater.org	Year Completed: Ongoing Project Cost: \$35,000,000
Project Description: ZCA collaborated with the City of Edgewater to layer infrastructure to create a Public Works facility that is designed to become a center for Low Impact Design education.	



DeLand Fire Station, DeLand, Florida	
Owner Name and Address: City of DeLand Mr. Ray Bahrami, P.E. 1102 South Garfield Avenue DeLand, FL 32720 Phone Number: (386) 626-7189 Email: bahramir@deland.org	Year Completed: 2022 Project Cost: \$4,000,000
Project Description: ZCA is part of the Design Team hired by the City of DeLand to design and permit a new Fire Station approximately 600 feet west of their current Facility in downtown DeLand. The proposed facility consists of a +/- 16,000 square foot fire station, 3,000 square foot apparatus garage and separate parking areas for the public and fire station employees. ZCA and the Design Team worked closely with the City and Fire Departments to accommodate the uniqueness this type of project has. Accommodations for the public to access the building were required while making sure the facility remains secure. Special consideration had to be given to the layout of the building, access and parking areas in order to preserve existing specimen trees and ensure adequate turning movements for the large fire apparatuses. Civil site improvements consist of water, fire and sewer service connections to the building, three (3) new driveway connections to the adjacent roadways and two (2) new dry retention areas sized to accommodate the 100-year storm event as well as accommodate additional runoff from the upstream properties. ZCA and the City of DeLand used this opportunity to address drainage issues within the area by diverting an aging drainage system to the new retention areas.	



Ormond Beach Watermain Replacement Project, Ormond Beach, Florida

Owner Name and Address: City of Ormond Beach
 Ms. Joyce Shanahan
 22 South Beach Street
 Ormond Beach, FL 32174
Phone Number: (386) 676-3201
Email: joyce.shanahan@ormondbeach.org

Year Completed: 2016
Project Cost: \$2,000,000



Project Description: This 2" water main replacement project consisted of +/- 23,000 LF of main replacement to upgrade the distribution system to current City standards. Due to the project being spread throughout the City, ZCA had to obtain nine (9) different Health Department Permits in order to handle various locations and system connection points. A strong focus was placed upon site restoration following installation to maintain the City's neighborhood friendly construction approach.

FEMA Grant Project for Tuscawilla, Esplanade & State Avenue Drainage Improvements, Holly Hill, Florida

Owner Name and Address: City of Holly Hill
 Mr. Antoine Khoury, P.E.
 453 LPGA Boulevard
 Holly Hill, FL 32117
Phone Number: (386) 248-9448
Email: akhoury@hollyhillfl.org

Year Completed: 2020
Project Cost: \$700,000



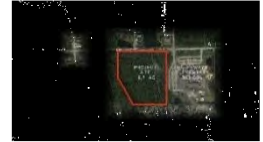
Project Description: The City of Holly Hill contracted ZCA through our Continuing Services Contract to provide Civil Engineering services to design drainage improvements to several neighborhood roads in the City. These roads were identified as roadways which were subject to frequent flooding during larger stormwater events, particularly the 2009 tropical storm event. ZCA assisted the City by providing analysis, materials, and cost estimates with FEMA Grant applications. As the Prime Consultant, ZCA provided the Civil Engineering design as well as sub consulting services for surveying and geotechnical engineering services. ZCA's services included evaluating the area drainage basins for the roads and neighborhoods to understand existing conditions. ZCA design drainage improvements within the City ROWs. ZCA's Civil Engineering design included coordinating closely with area utility companies, adjacent properties and the City to provide a design that was efficient and minimized disruption to the neighborhood areas.

Related Experience

Ormond West Community Center Feasibility Study, Ormond Beach, Florida

Owner Name and Address: City of Ormond Beach
 Ms. Joyce Shanahan, City Manager
 22 South Beach Street
 Ormond Beach, FL 32174
Phone Number: (386) 676-3201
Email: joyce.shanahan@ormondbeach.org

Year Completed: 2017
Project Cost: \$68,000



Project Description: ZCA was selected by the City of Ormond Beach to develop a feasibility study of a 19± acre Volusia County School Board (VCSB) site adjacent to Pathways Elementary School to act as a joint use facility for the VCSB and a Community Center for West Ormond Beach. The ZCA project team toured the City's existing sports facilities to understand the current sports programs and recreational activities that are offered by the City at their various facilities. The project team interviewed City of Ormond Beach Fire Department, Police Department and IT Department personnel to review the functionality of the existing EOC and identify requirements for a new EOC. ZCA analyzed population demographics, market data, sport participation rates and drive times to establish a study area profile and estimate potential demand. ZCA conducted two community involvement meetings to discuss and receive input on the public's level of support and need for a new Community Recreation Center. Based on the information gathered in the proceeding steps, the ZCA project team created a development plan for the new community recreation center.

Rima Ridge Roadway Rehabilitation

Owner Name and Address: Flagler County
 Ms. Amy Stroger
 1769 East Moody Boulevard
 Bunnell, FL 32110
Phone Number: (386) 313-4047
Email: astroger@flaglercounty.org

Year Completed: 2022 (Design)
Project Cost: \$3,000,000



Project Description: ZCA was contracted by Flagler County to design roadway improvements for 2.78 miles of road in the Rima Ridge subdivision area. The project included the evaluation of existing pavement conditions, the drainage system and residential driveway connections in this rural subdivision area. The FDOT funded LAP project was designed to bring the roadway to Greenbook standards. Upon the evaluation, ZCA developed a preliminary design and a cost estimate to insure the project was within the County's project budget. The design included pavement reclamation for most of the project and several cul-de-sacs with grading and drainage improvements.

Related Experience

Vadner Park, Ormond Beach, Florida

Owner Name and Address: City of Ormond Beach
Mr. Michael Demchak
22 South Beach Street
Ormond Beach, Florida 32174
Phone Number: (386) 676-3250
Email: michael.demchak@ormondbeach.org

Year Completed: 2022
Project Cost: \$169,000



Project Description: Through a public-private partnership between the Garden Club of the Halifax Country and the City of Ormond Beach, Vadner Park was transformed into the City's first all-native plant park. The park project garnered a Founders Fund award from the Garden Club of America. ZCA partnered with the City of Ormond Beach to provide landscape architectural design as well as irrigation and hardscape design.

John Anderson Drive Sidewalk Project, Ormond Beach, Florida

Owner Name and Address: City of Ormond Beach
Ms. Joyce Shanahan, City Manager
22 South Beach Street
Ormond Beach, FL 32174
Phone Number: (386) 676-3201
Email: joyce.shanahan@ormondbeach.org

Year Completed: 2014
Project Cost: \$2,000,000



Project Description: The City of Ormond Beach retained ZCA to provide and incorporate a Public Involvement Process for the design and construction phases of the project. This task included a Public Input Process to further assess the public's needs and desire for sidewalks along the east side of John Anderson Drive. ZCA conducted a Public Identification Process which included a sidewalk survey. ZCA also advertised a community meeting and met one-on-one with residents and citizens regarding the status of the project, the Public Input Process and understanding the issues. ZCA also conducted individual interviews at citizen's request for those with special concerns. Finally, ZCA conducted a public works advisory meeting, produced results of the sidewalk survey, created illustrations and maps and provided a summary of results for presentation to City Commission. This allowed the City Commission to make an informed decision regarding future design of the roadway.

Related Experience

City of Port Orange CEI Services, Port Orange, Florida	
Owner Name and Address: City of Port Orange Ms. Margaret Tomlinson 1000 City Center Circle Port Orange, FL 32129 Phone Number: (386) 506-5661 Email: mtomlinson@port-orange.org	Year Completed: Ongoing Project Cost: \$142,000
Project Description: ZCA provided site and subdivision construction inspection services which include paving, grading, drainage, landscaping and utilities for City-wide projects under development by private developers. ZCA also provided miscellaneous civil/site inspections and general building observation during construction of the Port Orange Recreation Center renovation	



Flagler County High School Parking Lot, Flagler County, Florida	
Owner Name and Address: Flagler County School Board Mr. Travis Mellow 245 Education Way Bunnell, FL 32110 Phone Number: (386) 586-5192 Email: mellowt@flaglerschools.com	Year Completed: 2022 (Design) Project Cost: \$2,000,000
Project Description: ZCA was awarded the re-design of the Flagler County High School Parking lot by the School Board as part of a RFQ selection process. The existing 343 space parking lot is located on the south side of the High School campus and serves both, the High School and the Flagler Auditorium which performs shows in the evenings and on weekends for the public. The existing pavement has deteriorated over time, is prone to frequent flooding, and has some unconventional circulation patterns. Additionally, the School Board wanted to upgrade the existing parking lot lighting to current LED standards. As the Team Leader, ZCA contracted subconsultants Universal, CDE, and LTG to provide Geotechnical, Electrical and Traffic accordingly. ZCA evaluated the pavement, drainage system and circulation pattern and provided a preliminary design to the School Board. ZCA developed a cost estimate which fell within the School Board's \$2,000,000 project budget.	



Related Experience

Edgewater Trail, 10th Street to Dale Avenue, Edgewater, Florida	
<p>Owner Name and Address: City of Edgewater Mr. Randy Coslow, P.E. 490 Mango Tree Drive Edgewater, FL 32132 Phone Number: (386) 424-2400 Email: rcoslow@cityofedgewater.org</p>	<p>Year Completed: 2017 Project Cost: \$950,000</p>
<p>Project Description: ZCA was contracted for civil and environmental services for the Edgewater Trail. ZCA provided civil engineering design and environmental services in accordance with the continuing contract for Consulting Services to the City of Edgewater to extend the East Central Regional Rail Trail (ECRRT). ZCA designed a 6,600 linear feet extension of the ECRRT from Dale Avenue to 10th Street Trail segment through our continuing services contract with the City of Edgewater. ZCA prepared final construction plans for civil site improvements, including paving, grading and drainage. The project included two wetland boardwalk crossings. ZCA provided environmental services as well. ZCA delineated wetlands pursuant to State and Federal delineation methods and conducted site inspections with the St. Johns River Water Management District and the US Army Corps of Engineers. ZCA's environmental staff also received concurrence from the US Fish and Wildlife Service (FWS) for the endangered Florida scrub-jay. A Specimen and Historic Tree Census was conducted by ZCA. ZCA's Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agents conducted 100% surveys for gopher tortoises, obtained a gopher tortoise relocation permit and coordinated with the construction team to relocate tortoises prior to land clearing and construction.</p>	



DeLand Police Evidence Building, DeLand, Florida	
<p>Owner Name and Address: City of DeLand Mr. Ray Bahrami, P.E. 1102 South Garfield Avenue DeLand, FL 32720 Phone Number: (386) 626-7189 Email: bahramir@deland.org</p>	<p>Year Completed: 2022 Project Cost: \$81,350 (Fee)</p>
<p>Project Description: ZCA is providing Civil Engineering and Landscape Architectural services for the City of DeLand's 4,500 SF Police Evidence Building located in a 1.1 acre secure facility. ZCA will provide design, permitting, bidding, and construction administration services for the City.</p>	



Firm Profile



Firm Background

Zev Cohen & Associates, Inc. (ZCA) was founded in Volusia County in 1977 and has been providing high-quality consulting services for over 46 years and will continue providing these services into the future. Incorporated in 1986, ZCA operates as a Type “S” Corporation. ZCA is a small business which maintains its office in Ormond Beach, Florida. All services provided by ZCA shall be done from our Ormond Beach office. ZCA’s principals include: M. Dwight DuRant, P.E., President, Samuel C. Hamilton, Jr., P.E., Senior Vice President and Robert J. Ball, P.E., Vice President. Mr. Zev Cohen, the firm founder, retired in 2012 and the current Principal team continues to provide the same core values as the firm’s founder. A simple no-nonsense approach in providing cost effective quality technical services while meeting our Client’s needs and expectations. We have a proven track record that is evidenced by the loyalty of our Clients and our longevity.

Firm Capabilities

ZCA is a full-service multi-disciplined consulting firm that offers the following services:

- Civil Engineering
- Landscape Architecture
- Utility Design
- Environmental/GIS Services
- Planning
- Transportation Planning
- Construction Administration and Inspection Services

ZCA Discipline	Number of Personnel
Civil Engineers	16
Planners/Landscape Architects	6
Environmental/GIS	5
Construction Administration/Inspection	3
Design Technicians	4
Administration	5
Total	39



**SECTION C –
FIRM’S APPROACH AND
METHODOLOGY**

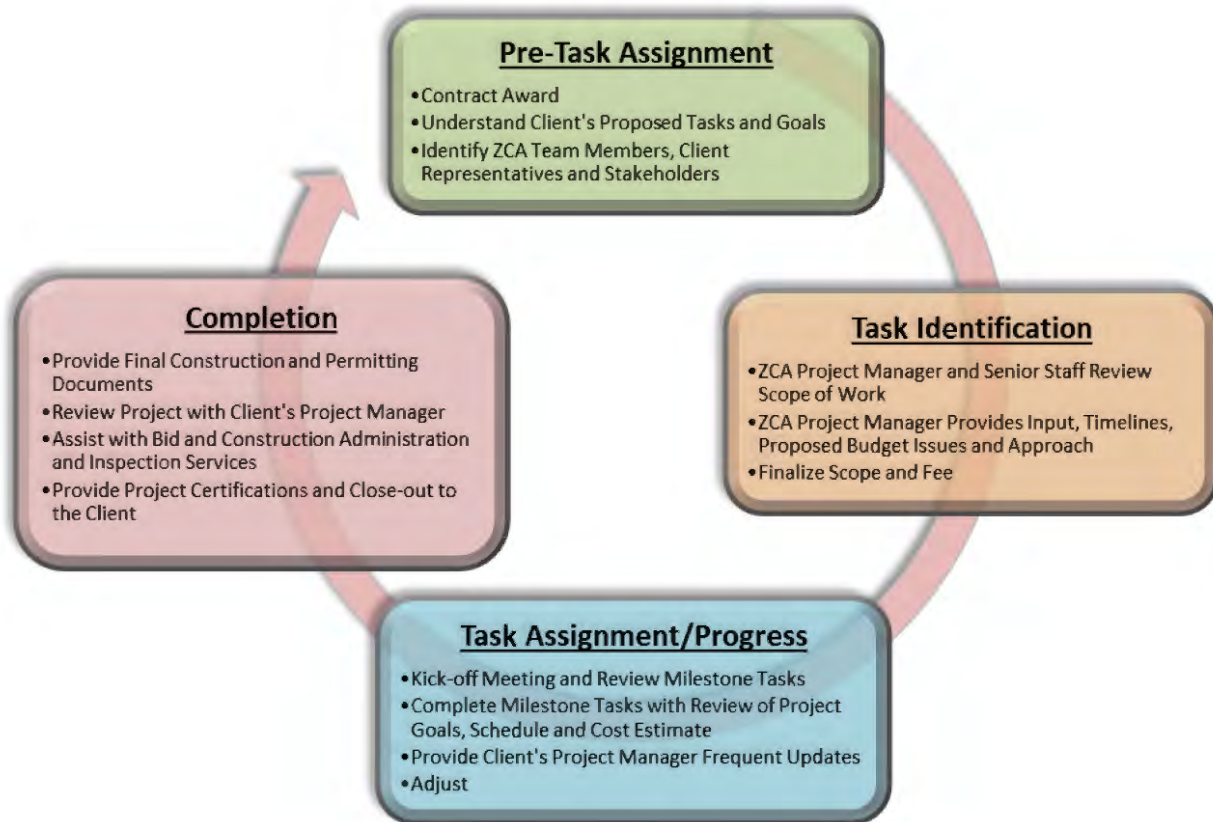


RFQ #2023-02

**REQUEST FOR QUALIFICATION STATEMENTS FOR
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**

SECTION C

Zev Cohen & Associates, Inc. (ZCA) has a tried-and-true overall project approach to every municipal project. **Over the 45 years of ZCA providing quality services to Clients in Flagler County**, we have developed a reliable approach to projects. This approach includes communication with the Client, team members, agencies and stakeholders. It also includes quality control for every project to provide assurance that the Client's design and budget requirements are met.



Municipal Continuing Services Experience

ZCA has been providing continuing services to municipal clients throughout our 45 years of practice. ZCA understands the nature of continuing service contracts including how to produce a quality design, within budget and while keeping on schedule. As a result of past performance and confirmed confidence from local cities and counties, ZCA has numerous continuing services contracts and has a clear understanding of municipalities' budget constraints and the need to make those dollars be as effective as possible. Additionally, ZCA's office is 18 miles and a 20-minute drive to Bunnell. This allows ZCA easy and quick access to the City of Bunnell's offices as well as any Project Sites within the City. ZCA currently has over 20 Continuing Consultant Contracts so we feel we understand how to manage and design these types of projects.

Below is a list of ZCA's current Continuing Service Contracts:

Client	Contract
City of Bunnell	Continuing Planning Services
Flagler County	Civil Engineering Services
City of Flagler Beach	Continuing Architect, Engineer, Surveyor and Mapping Services
Flagler County School Board	Professional Civil Engineering
Volusia County	Professional Site/Civil & Transportation Engineering Services
City of Daytona Beach	Utility Continuing Professional Engineering Services Citywide Stormwater System
City of Holly Hill	Professional Design/CEI Services for Roadway, Stormwater and Utilities Projects
City of Ormond Beach	Environmental, General Civil Engineering, Municipal Utility, Parks & Recreation, Planning & Design Services
City of Port Orange	Master Contract for Professional Engineering Services for Public Works, Utilities and Environmental Services
City of Daytona Beach Shores	Continuing Engineering Services
City of South Daytona	Master Agreement for Continuing Professional Engineering Services
City of Edgewater	Continuing Professional Engineering Services
City of Fernandina Beach	Continuing Civil Engineering Services

Team Leadership

ZCA retains the role of Lead Consultant in approximately 70% of our projects. ZCA's Project Managers have a clear understanding of how to manage sub-consultants and coordinate with contractors for projects. Examples of recent key projects where ZCA was the Lead Consultant responsible for managing sub-consultants include Andy Romano Beach Front Park, Flagler County High School, and Ormond Beach West Community Center. These projects demonstrate ZCA's ability to act as Design Team Leader. ZCA was responsible for managing surveying, geotechnical, structural, traffic, architectural and MEP services for these projects.

ZCA has teamed with Sub-consultants who have worked with ZCA for numerous years as shown below.

- Universal Engineering Sciences, LLC – 40 Years
- LTG Engineering and Planning – 30 Years
- Bradshaw-Niles & Associates, Inc. – 20 Years
- Cape Design Engineering Co. – 15 Years

Permitting Agency Relationship

ZCA knows it's important to maintain relationships with our Clients and the organizations who employ us. We also understand it is just as important to have **strong relationships with the various permitting agencies.** This includes local, state and federal agencies. ZCA works hard to maintain our long-time existing relationships and reputation. **These agency relationships are grounded on a mutual respect and professional conduct which allows us to work through issues during the permitting process.**

Innovative Approach

The ZCA Team understands that as an extension of the City's Staff, efficiency is the key; there will always be a demand to accomplish tasks quicker, more cost effective and better. The scope of the projects to be assigned under the continuing services contract is wide-ranging and involves a variety of technologies. There are certain practices that the ZCA Team implements that will provide an innovative approach and contract management via utilization of new or different technologies. The following summarizes some of the innovative approaches that the ZCA Team uses:

- **Measure twice, cut once:** The QA/QC process helps refine this concept, but it goes beyond a review of the plans or documents. We feel it's better to do a quality review initially than have to redo the design or construction. Since ZCA is within 20 minutes from the City of Bunnell, we are able to be on a City of Bunnell project site within 15 to 20 minutes. Sometimes follow-up site visits are helpful and, with ZCA's proximity within 20 minutes from the City of Bunnell, this is no problem. This means that we can have a real-world understanding of the project site and the surroundings so that mistakes are not made at the beginning and along the way during the design.
- **Make sure that maintenance will not cost more than the original improvement:** Any improvement or repair to a particular type of infrastructure that involves new or different technology must be verified as to the requirements for future maintenance.
- **Use readily available data whenever possible:** The current availability of site-specific data from various sources (SJRWMD, Volusia County GIS, etc.) allows for quick and convenient access to valuable data needed for preliminary planning and design. This reduces human resources and the need for detailed field surveys or studies.
- **Focus on Task:** We are aware that scope-creep can be disastrous to a project's budget. Once the scope and the end deliverable are set, ZCA will expeditiously complete the tasks needed to complete the project avoiding potential cost over-runs.
- **Use other people's money:** The competition for grants and other funding sources is fierce and being able to leverage local funds with state and federal funds will provide a benefit to the local government. As an example, ZCA has been able to use FEMA funding for projects with our Continuing Service Clients for stormwater improvements.
- **Avoid tunnel vision:** An improvement or repair to a particular City facility may open an opportunity to improve other infrastructure and facilities at a reduced cost. Road projects exemplify this technique. When a road is being repaired, it may be an opportunity to improve stormwater, utilities, sidewalks or other infrastructure within the right-of-way so that mobilization and contracting costs are reduced.
- **Don't buy a Cadillac when a Chevy will do:** This is a simple philosophy that ZCA has embraced. The critical element is developing plans that provide for a long-term solution without breaking the bank. **ZCA has the knowledge and experience to know what material or construction method will get the job done satisfactorily meeting client requirements, quickly and within budget.**



Quality Control Procedure

ZCA's Standard Operating Procedure standardizes the methodologies for all levels of site assessments from collecting field data to final document preparation. This ensures that all ZCA products and assessments are supported by repeatable methods and backups of raw data to ensure accurate and consistent results from all employees. From the initial kick-off through project completion, all parties are kept fully informed of the progress of the project including all stages of completion, scheduled meetings, approaching milestones, ongoing project issues, pertinent permitting issues, construction bidding and administration and project close-out. Samuel C. Hamilton, Jr., P.E., has been designated as Quality Control Manager for this project. **All plans, documents, maps, permit applications, bid materials and close-out documents are thoroughly reviewed by our Quality Control Managers prior to release of final documents.** In addition, any documentation provided to outside agencies on behalf of the Client are provided to the appropriate Client staff for their review and approval.

Staff Training

In addition, ZCA Staff regularly attend specific engineering training courses, hold pertinent certifications, and are members of scientific professional associations and societies.



Project Cost Control

Upon beginning a project, ZCA will interview the Client and research any Construction budget information. ZCA maintains an updated Site Cost Estimate Database which is reviewed monthly from bids received by local contractors. This allows ZCA to create accurate cost estimates for construction projects. ZCA has been involved in many creative design projects which has saved our Clients large sums of potential construction costs. ZCA constantly works with the Client to obtain their project design goals and provide creative ideas to reach those goals. ZCA also understands that considerations of maintenance and on-going costs (after the project is constructed) should be considered during the design process as well.

Grant Assistance

ZCA has been involved on many projects which received partial funding from various grants. ZCA has assisted Clients in obtaining grants for recent projects such as the St. John's County Pier Park Grant, FEMA Grant for Holly Hill Drainage Improvements, Pictona, YMCA Grant, City of Fernandina Beach Marina Welcome Center, and the Ormond Cassen Park Grant.



Flagler County/Bunnell Area Experience

The following are some of our previous Flagler County/Bunnell area projects:

Flagler County Library	Flagler County Courthouse
Daytona State College Building 3, Palm Coast	Malacompra Trail
Matanzas Woods Sidewalk	County Road 205
Commerce Parkway	Bing's Landing
Flagler County Sheriff's Office	Bunnell Planning Support
Rima Ridge Pavement Rehabilitation	Airport Road
Daytona State College Master Plan – Palm Coast Campus	

**SECTION D –
EFFECTS OF THE FIRM’S CURRENT
AND PROJECTED WORKLOAD**



RFQ #2023-02

**REQUEST FOR QUALIFICATION STATEMENTS FOR
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**

SECTION D

Key Personnel Experience & Capacity



Key Members and Project Roles (All Full-Time)	Total Years of Experience	Years with ZCA	Capacity Available
--	---------------------------	----------------	--------------------

Robert J. Ball, P.E. Principal-in-Charge	25	25	15%
Samuel C. Hamilton, Jr., P.E. Quality Assurance/Quality Control	40	23	15%
Haluk Kilic, P.E. Public Utilities Project Manager	18	16	20%
Melia Russell, P.E. Public Utilities Engineer	21	20	20%
Randy M. Hudak, P.E. Public Works Project Manager	22	22	15%
Ryan Duggan, P.E. Public Works Engineer	9	9	15%
William D. Lites Environmental Services Project Manager	34	9	25%
Mallory B. Tatum Environmental Scientist	9	4	25%
Jake Stehr, PLA Landscape Architect	9	9	10%
John A. Dillard, Jr., P.E. Grant Assistance Specialist	40	4	20%
Jason Salatto Construction Engineering Inspector	9	1	30%
Todd Bush Construction Engineering Inspector	38	4	30%

**ADDITIONAL IN HOUSE
PROFESSIONALS:**

- *8 Engineers (2 Professional Engineers)*
- *3 Planners*
- *2 Landscape Designers*
- *3 GIS Specialists*
- *4 CAD Designers*
- *1 Permit Coordinator*
- *1 Inspector (CEI Services)*

Current Project Listing



Current Projects	Client Name	Dollars Committed	Status of Completion
Flagler County Library	Flagler County	\$118,640	60%
Flagler H.S. Parking Lot	Flagler County School Board	\$221,017	85%
Edgewater Public Works Facility	City of Edgewater	\$264,421	70%
Dune Walkover	City of Daytona Beach Shores	\$96,217	30%
Enterprise Elementary School	Volusia County School Board	\$6,700	50%
Gateway Signage	City of South Daytona	\$20,845	90%
UNF Residence Hall	Univ. of North Florida	\$43,000	20%
Brown Hall	Stetson University	\$24,000	25%
St. Augustine Beach Hotel	Embassy Suites	\$60,000	80%
FPL Sanford Remediation	Florida Power & Light	\$6,550	50%
Security Facility	Daytona State College	\$116,700	15%

RFQ #2023-02

**REQUEST FOR QUALIFICATION STATEMENTS FOR
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**

SECTION E

Firm Location



Zev Cohen & Associates, Inc. is located in Ormond Beach, FL. Our location is approximately 20 minutes away from Bunnell and allows us to serve the City staff very quickly and efficiently. Our Subconsultant partners are located in the following areas:

- Universal Engineering Sciences, LLC – South Daytona, FL (Geotechnical Engineering)
- Bradshaw-Niles & Associates, Inc. – St. Augustine, FL (Survey Services)
- Cape Design Co. – Melbourne, FL (Electrical & Structural Engineering)
- Lassiter Transportation Group, Inc. – Ormond Beach, FL (Transportation Engineering)

23-21325		CITY OF ORMOND BEACH P.O. Box 277 Ormond Beach, FL 32175-0277 386-676-3233 or btonline@ormondbeach.org	Fee: \$52.50 Valid 7/20/22 - 9/30/23
Classification	Comments/Restrictions	Location / Phone	
BUSINESS/PROF. SERVICE	ENGINEER-NEEDS ST LICENSE	300 INTERCHANGE BLVD	
		(386) 677-2482	
ZEV COHEN & ASSOCIATES, INC 300 INTERCHANGE BLVD ORMOND BEACH FL 32176-6524		BUSINESS TAX RECEIPT	
Subject to Code of Ordinances Chapter 12 - This receipt must be posted conspicuously in your place of business. Penalty for failure to do so			

**SECTION F –
COMPLETENESS OF RESPONSE**



RFQ #2023-02

**REQUEST FOR QUALIFICATION STATEMENTS FOR
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**

SECTION F

We at Zev Cohen & Associates, Inc. have thoroughly reviewed the scope and requirements for this Request for Qualifications and believe we are strongly qualified to provide the City of Bunnell with the Infrastructure Engineering Services it desires. We have a long-standing history of successfully providing Engineering Services under Continuing Contracts with many municipalities. We are excited to provide these same services to the City of Bunnell.

**SECTION G –
REFERENCES FOR FIRM AND ALL
SUBCONSULTANTS**



RFQ #2023-02

**REQUEST FOR QUALIFICATION STATEMENTS FOR
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**

SECTION G

REFERENCE FORM

Provide the business names, contact person, email and telephone number of four (4) references for which the Proposer has provided services similar to the services described in this RFQ for three (3) years or more within the last five (5) year period. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

The Proposer will identify whether the business entity is incorporated in Florida, another state, or is in a foreign country. If a proposer is a corporation, provide a copy of the Certification from the Florida Secretary of State verifying the Proposer's corporate status and good standing. The Proposer shall include a copy of its business license with the submittal.

1. Name of Company: City of Ormond Beach
Address: 22 S. Beach Street Ormond Beach, FL 32174
Point of Contact: Shawn Finley, P.E., Public Works Director
Phone #: (386)676-3292 Email address: shawn.finley@ormondbeach.org
Service(s) Provided: Continuing Engineering Services
Dates of Service: 2010-current
2. Name of Company: City of Port Orange
Address: 1000 City Center Circle Port Orange, FL 32129
Point of Contact: Wayne Clark, City Manager
Phone #: (386)506-5501 Email address: wclark@port-orange.org
Service(s) Provided: Continuing Engineering Services
Dates of Service: 2010-current
3. Name of Company: City of Holly Hill
Address: 453 LPGA Blvd. Holly Hill, FL 32117
Point of Contact: Antoine Khoury, P.E., Public Works Director
Phone #: (386)248-9493 Email address: akhoury@hollyhillfl.org
Service(s) Provided: Continuing Engineering Services
Dates of Service: 2010-current
4. Name of Company: Volusia County
Address: 123 W. Indiana Ave. 4th Floor Rm. 402 DeLand, FL 32720
Point of Contact: Tadd Kasbeer, P.E., County Engineer
Phone #: (386)736-5967 Email address: tkasbeer@volusia.org
Service(s) Provided: Continuing Engineering Services
Dates of Service: 2013-current

RFQ #2023-02

**REQUEST FOR QUALIFICATION STATEMENTS FOR
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**

APPENDIX A

PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Response.

Proposer should check off each of the following items as the necessary action is completed:

- All applicable forms have been signed and included
- All information as requested in the Proposer's Qualification Form is included.
- Any addenda have been signed and included.
- The **mailing envelope must be sealed and marked** with RFQ Number "**RFQ #2023-02**" and RFQ Title "**PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**".
- The mailing envelope has been addressed to:

City of Bunnell
City Clerk Office
P.O. Box 756
Bunnell, FL 32110

- The Response will be mailed or delivered in time to be received no later than the specified due date **May 16, 2023** and time **02:00 PM**. (Otherwise, the Response WILL NOT be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFQ NUMBER AND QUALIFICATION NAME ON THE OUTSIDE OF THE COURIER PACKET

Zev Cohen & Associates, Inc.
Company

Authorized Signature

Robert J. Ball, VP
Printed Name & Title

bball@zevcohen.com
Email

300 Interchange Blvd. Ste. C
Address

Ormond Beach, FL 32174
City, State, Zip Code

(386) 677-2482
Telephone No.

(386) 677-2505
Fax No.



APPLICATION FORM

**PROFESSIONAL
INFRASTRUCTURE
ENGINEERING SERVICES**

RFQ-2023-02
ISSUED BY: MARY ANNE ATWOOD
PROJECT MANAGER
PHONE NO: (386) 986-6702
EMAIL: MATWOOD@BUNNELLCITY.US

**SUBMIT QUALIFICATIONS PACKAGE PRIOR TO:
CLOSING DATE: May 16, 2023
CLOSING TIME: 02:00 P.M.**

**SUBMIT TO:
BUNNELL CITY CLERK'S
OFFICE 604 E MOODY
BLVD., SUITE 6
PO BOX 756
BUNNELL, FL 32110**

PROJECT TITLE & DESCRIPTION:

PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES

Provide professional engineering services for assigned tasks that are related to but not limited to the City's water resources, wastewater and water utilities' treatment, storage, water distribution, sanitary collection/pumping/transmission, stormwater systems, reclaimed water systems and public roadways planning/design/permitting requirements for engineering design services.

THE RESPONDENT HEREBY AGREES TO FURNISH THE SERVICES PURSUANT TO ALL REQUIREMENTS, SPECIFICATIONS, AND SCOPE OF SERVICES CONTAINED IN THIS SOLICITATION DOCUMENT, AND FURTHER AGREES THAT THE LANGUAGE OF THIS DOCUMENT SHALL GOVERN IN THE EVENT OF A CONFLICT WITH HIS OR HER RESPONSE. BY MY SIGNATURE I CERTIFY THAT THIS RESPONSE IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, BUSINESS ENTITY, OR PERSON SUBMITTING A RESPONSE FOR THE SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

**THIS APPLICATION FORM MUST BE SIGNED TO BE
CONSIDERED FOR**

COMPANY NAME: Zev Cohen & Associates, Inc.

DATE: May 23, 2023

MAILING ADDRESS: 300 Interchange Blvd. Ste. C

PHONE: (386)677-2482

FAX: (386)677-2505

CITY: Ormond Beach

STATE: FL

ZIP: 32174

TITLE OF AUTHORIZED REPRESENTATIVE: Vice President

E-MAIL: bball@zevcohen.com

WEB URL: www.zevcohen.com

AUTHORIZED SIGNATURE:

PRINTED NAME: Robert J. Ball, P.E.

ACKNOWLEDGEMENTS
RFQ #2023-02
“PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES”

To: City of Bunnell
604 E. Moody Blvd. Unit 6 P.O. Box 756
Bunnell, FL 32110

(Proposer) guarantees its Response to RFQ #2023-02 for a period not to exceed one hundred twenty (120) days from the date its Response was submitted to the City of Bunnell unless an extension is granted by the Proposer.

The Contractor, by signing these **RFQ** Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this **RFQ** Document.

Dated this 23rd day of May, 2023

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By: _____ (Signature) _____ (Print name)

Address: _____

Telephone: _____ Fax: _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

CORPORATION

By: _____ (Signature) Robert J. Ball, P.E. (Print name)

Address: Zev Cohen & Associates, Inc.

300 Interchange Blvd. Ste. C

Ormond Beach, FL 32174

Telephone: (386)677-2482 Fax: (386)677-2505

Taxpayer/Employer Identification Number (TIN/EIN): 59-2717554

State of Incorporation: Florida

Corporate President: M. Dwight DuRant, P.E.
(Print Name)

Corporate Secretary: Robert J. Ball, P.E.
(Print Name)

Corporate Treasurer: N/A
(Print

CORPORATE SEAL

Attest By (Secretary): Robert J. Ball, P.E.

May 23, 2023

Signature

Date

PROPOSER'S CERTIFICATION FORM

 x I have carefully examined the request for qualifications, instructions to proposers, general and/or special conditions, vendor's notes, specifications, and any other documents accompanying or made a part of this request for qualifications.

 x I agree to abide by all conditions of the RFQ and understand that a background investigation may be conducted by the City of Bunnell prior to an award.

 x I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this qualifications statement on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the contract.

 x I further certify, under oath, that this qualifications statement is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a qualifications statement for the same product or service; no officer, employee or agent of the City of Bunnell government or of any other proposer interested in said RFQ; and that the undersigned executed this proposer's certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of business Zev Cohen & Associates, Inc.

By: _____ 300 Interchange Blvd. Ste. C
Mailing address

Signature _____ Ormond Beach, FL 32174

Robert J. Ball, VP
Name & title, typed or printed state City, State, Zip Code

State of Florida
County of Volusia (386) 677-2482
Telephone number

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23rd day of May, 2023, by Robert J. Ball of ZCA, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida

Jill A. Eckstein
Printed/Typed/Stamped Name of Notary
My Commission expires:

DECLARATION STATEMENT

City of Bunnell
P.O. Box 756
604 E. Moody Blvd. Unit 6
Bunnell, FL 32110

RE: RFQ #2023-02 , “PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES”

Dear Mayor and Council Members:

The undersigned as Proposer, or on behalf of Proposer, declares that this Response is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the Responses.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **RFQ #2023-02 , “PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES”**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 23rd day of May, 2023 in the City of Bunnell, in the State of Florida .

Zev Cohen & Associates, Inc.
Company

300 Interchange Blvd. Ste. C
Address

Authorized Signature

Ormond Beach, FL 32174
City, State, Zip Code

Robert J. Ball, VP
Printed Name & Title

(386)677-2482
Telephone No.

bball@zevcohen.com
Email

(386)677-2505
Fax No.

PROPOSER'S QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

<u>% Completed</u>	<u>Project</u>	<u>Contract</u>	<u>Amount</u>
60% Complete	Flagler County Library	Eng./Design	\$ 118,640
85% Complete	Flagler H.S. Parking Lot	Eng./Design	\$ 221,017
70% Complete	Edgewater Public Works Facility	Eng./Design	\$ 264,421

LIST CURRENT PROJECTS FOR WHICH YOU ARE THE CANDIDATE FOR AWARD:

- Daytona State College Welding Lab Improvements
- Holly Hill Ross Point Park Improvements
- Town of Ponce Inlet Continuing Engineering Services

OTHER INFORMATION ABOUT PROJECTS:

Has Proposer, at any time, failed to complete a contract?

- Yes No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

- Yes No

Attach detailed explanation as required under Tab IV of Response Format.

CONTRACT VALUES:

List total value of contracts for work completed on similar projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Values must be listed individually by contract or project and then summarized as a total dollar amount.**

\$ 2,800,000 Total Value for **PAST** completed and similar project

\$ _____ Total Value for **PAST** completed and similar project

Attach additional page if necessary.

REFERENCES:

Bank(s) Maintaining Account(s): Truist

Surety/Underwriter (if required): N/A

Other References: (Use additional sheets if necessary)

Olivari & Associates, Inc. (CPA)

TYPE OF FIRM:

- Corporation: If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida. Years in business: 36
- Partnership/Years in Business: _____
- Sole Proprietorship/Years in Business: _____
- Other: Please list: _____

Zev Cohen & Associates, Inc.
Company

300 Interchange Blvd. Ste. C
Address

Authorized Signature

Ormond Beach, FL 32174
City, State, Zip Code

Robert J. Ball, VP
Printed Name & Title

(386) 677-2482
Telephone No.

bball@zevcohen.com
Email

(386) 677-2505
Fax No.

REFERENCE FORM

Provide the business names, contact person, email and telephone number of four (4) references for which the Proposer has provided services similar to the services described in this RFQ for three (3) years or more within the last five (5) year period. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

The Proposer will identify whether the business entity is incorporated in Florida, another state, or is in a foreign country. If a proposer is a corporation, provide a copy of the Certification from the Florida Secretary of State verifying the Proposer's corporate status and good standing. The Proposer shall include a copy of its business license with the submittal.

1. Name of Company: City of Ormond Beach
Address: 22 S. Beach Street Ormond Beach, FL 32174
Point of Contact: Shawn Finley, P.E., Public Works Director
Phone #: (386)676-3292 Email address: shawn.finley@ormondbeach.org
Service(s) Provided: Continuing Engineering Services
Dates of Service: 2010-current
2. Name of Company: City of Port Orange
Address: 1000 City Center Circle Port Orange, FL 32129
Point of Contact: Wayne Clark, City Manager
Phone #: (386)506-5501 Email address: wclark@port-orange.org
Service(s) Provided: Continuing Engineering Services
Dates of Service: 2010-current
3. Name of Company: City of Holly Hill
Address: 453 LPGA Blvd. Holly Hill, FL 32117
Point of Contact: Antoine Khoury, P.E., Public Works Director
Phone #: (386)248-9493 Email address: akhoury@hollyhillfl.org
Service(s) Provided: Continuing Engineering Services
Dates of Service: 2010-current
4. Name of Company: Volusia County
Address: 123 W. Indiana Ave. 4th Floor Rm. 402 DeLand, FL 32720
Point of Contact: Tadd Kasbeer, P.E., County Engineer
Phone #: (386)736-5967 Email address: tkasbeer@volusia.org
Service(s) Provided: Continuing Engineering Services
Dates of Service: 2013-current

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST
*If bid amount is less than one million dollars (\$1,000,000), this form is not required.

Respondent Vendor's Name: Zev Cohen & Associates, Inc.

Vendor FEIN: 59-2717554

Authorized Representative's Name: Robert J. Ball, P.E.

Authorized Representative's Title: Vice President

Address: 300 Interchange Blvd. Ste. C

City: Ormond Beach State: FL Zip: 32174

Phone Number: (386)677-2482

Fax Number: (386)677-2505

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of one million dollars (\$1,000,000) or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both Lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor's Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Certified By: Robert J. Ball, P.E., who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Print Name & Title: Robert J. Ball, VP

Date: May 23, 2023

RFQ #2023-02
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
SUB-CONTRACTOR LISTING

Provide a name, and address of all sub-consultants that have the potential to work on this project

<u>Sub-Contractor:</u>	<u>Phone Number/E-Mail:</u>
Universal Engineering Sciences, LLC	Brian Pohl, P.E.
911 Beville Road Ste. C	(386)756-1105
South Daytona, FL 32119	bpohl@universalengineering.com
Bradshaw-Niles & Associates, Inc.	Dale Bradshaw, P.L.S.
280 Business Park Circle Ste. 410	(904)829-2591
St. Augustine, FL 32095	dbradshaw@bradshaw-niles.com
Lassiter Transportation Group, Inc.	Kady Dearing, P.E.
1450 W. Granada Blvd. Ste 2	(386)257-2571
Ormond Beach, FL 32174	kdearing@lassitertransportation.com
Cape Design Engineering, Co.	Rob Sullivan, P.E.
2725 Center Place	(321)799-2970
Melbourne, FL 32940	rsullivan@cdeco.com

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

=====

- 1. Worker's Compensation
 Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
- 2. Commercial General Liability

Bodily Injury & Property Damage (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.

 \$ 1,000,000 single limit per occurrence
- 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Bunnell, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Bunnell.

- 4. Automobile Liability
 \$ 1,000,000 Each occurrence owned / on-owned / Hired Automobile Included
- 5. Other Insurance as indicated below:
 \$ 1,000,000 Per Occurrence Errors and Omissions or Professional Malpractice Coverage
- 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability. N/A
- 7. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.
- 8. The City of Bunnell must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

9. The City of Bunnell shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Bunnell
Bunnell, FL

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

10. **Thirty (30) Days Cancellation Notice** required.

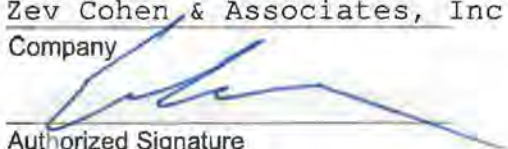
11. The Certificate must state the **RFQ #2023-02** and **PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

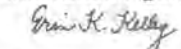
Zev Cohen & Associates, Inc.
Company


Authorized Signature

Robert J. Ball, VP
Printed Name & Title

bball@zevcohen.com
Email

JCJ Insurance Agency
Insurance Agency


Signature of Proposer's Agent

300 Interchange Blvd. Ste. C
Address

Ormond Beach, FL 32174
City, State, Zip Code

(386) 677-2482
Telephone No.

(386) 677-2505
Fax No.

AMERICANS WITH DISABILITIES ACT AFFIDAVIT FORM

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City.

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Contract for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: Zev Cohen & Associates, Inc.

Signature: _____

Printed Name: Robert J. Ball, P.E.

Title: Vice President

Date: May 23, 2023

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of ^{23rd} May, 2023, by Robert J. Ball of ZCA, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Jill A. Eckstein

Printed/Typed/Stamped Name of Notary

My commission expires:

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY THAT

1. I (*PRINTED NAME*) Robert J. Ball, P.E. AM THE (*TITLE*)
Vice President
AND THE DULY AUTHORIZED REPRESENTATIVE OF THE FIRM
OF (*FIRM NAME*) Zev Cohen & Assoc., Inc. WHOSE ADDRESS IS
300 Interchange Blvd. Ste. C Ormond Bch, FL 32174, AND THAT I POSSESS
THE LEGAL AUTHORITY TO MAKE THIS AFFIDAVIT ON BEHALF OF MYSELF AND
THE FIRM FOR WHICH I AM ACTING; AND,
2. EXCEPT AS LISTED BELOW, NO EMPLOYEE, OFFICER, OR AGENT OF THE FIRM
HAVE ANY CONFLICTS OF INTEREST, REAL OR APPARENT, DUE TO
OWNERSHIP, OTHER CLIENTS, CONTRACTS, OR INTERESTS ASSOCIATED
WITH THIS PROJECT; AND,
3. THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR
CONNECTION WITH ANY CORPORATION, FIRM, OR PERSON SUBMITTING A
PROPOSAL FOR THE SAME SERVICES, AND IS IN ALL RESPECTS FAIR AND
WITHOUT COLLUSION OR FRAUD.

EXCEPTIONS (LIST) None

SIGNATURE: _____

PRINTED NAME: Robert J. Ball, P.E.

FIRM NAME: Zev Cohen & Associates, Inc.

DATE: May 23, 2023

STATE OF Florida

COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization, this ^{23rd} day of May, 2023, by Robert J. Ball of ZCA, a Florida corporation,
on behalf of the corporation, and he/she is personally known to me or has produced (type of
identification) as identification.

Signature of Notary Public - State of Florida

Jill A. Eckstein

Printed/Typed/Stamped Name of Notary

My commission expires:

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, Zev Cohen & Associates, Inc (print or type name of business) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein".

(Authorized Signature)

May 23, 2023
(Date)

Robert J. Ball, P.E.
(Print Name)

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of May^{23rd}, 2023, by Robert J. Ball of ZCA, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Jill A. Eckstein
Printed/Typed/Stamped Name of Notary
My commission expires:

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

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

State of Florida

County of Volusia

Robert J. Ball, P.E., being first duly sworn, deposes and says that:

I am the Vice President of Zev Cohen & Assoc., Inc. (Proposer) which has submitted a Response to City of Bunnell RFQ #2023-02 Professional Infrastructure Engineering Services.

I am fully informed respecting the preparation and contents of the Response to RFQ #2023-02, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #2023-02, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Bunnell.

The price or prices quoted in the Proposer's Response to RFQ #2023-02, are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Zev Cohen & Associates Inc.
Company

300 Interchange Blvd. Ste. C
Address

Authorized Signature

Ormond Beach, FL 32174
City, State, Zip Code

Robert J. Ball, VP
Printed Name & Title

(386) 677-2482
Telephone No.

bball@zevcohen.com
Email

(386) 677-2505
Fax No.

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23rd day of May, 2023, by Robert J. Ball of ZCA, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Jill A. Eckstein
Printed/Typed/Stamped Name of
Notary My commission expires:

**SWORN STATEMENT PURSUANT TO FLORIDA STATUTES
SECTION 287.133(3) (A) PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Bunnell by: Robert J. Ball, P.E. [NAME] as the Vice President [TITLE] of Zev Cohen & Assoc., Inc. [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is 59-2717554 .
2. I understand that a “public entity crime” as defined in Florida Statutes, Section 287.133 (1)(g), 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 Florida Statutes, Section 287.133(1)(b), 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 Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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 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 Florida Statutes, Section 287.133(1)(e), 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 provisions 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. 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, and agents who are active in management of an entity, nor any affiliates 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, and agents who are active in management of an 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, and agents who are active in management of an 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 THIS FORM TO THE CITY OF BUNNELL IS FOR THE CITY OF BUNNELL 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 CITY OF BUNNELL PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of 23rd May, 2023, by Robert J. Ball of ZCA, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Jill A. Eckstein
Printed/Typed/Stamped Name of Notary
My commission expires:

COMPLIANCE WITH THE PUBLIC RECORDS LAW FORM

Upon notice of an intended decision or thirty (30) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to City of Bunnell.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to indemnify, defend, and hold harmless the City in the event we are forced to litigate the public records status of the company's documents.

Company Name: Zev Cohen & Associates, Inc.

Authorized representative (printed): Robert J. Ball, P.E.

Authorized representative (signature): _____

Date: May 23, 2023

Project Number: **RFQ-2023-02 – PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**

STATE OF Florida
COUNTY OF Volusia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of May, 2023, by Robert J. Ball of ZCA, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Jill A. Eckstein

Printed/Typed/Stamped Name of Notary

My commission expires:

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <div style="font-family: monospace; padding-left: 20px;">Zev Cohen & Associates, Inc.</div>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input type="checkbox"/> C Corporation
<input checked="" type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>	<input type="checkbox"/> Trust/estate
<input type="checkbox"/> Other (see instructions) ▶ _____	
5 Address (number, street, and apt. or suite no.) See instructions. <div style="font-family: monospace; padding-left: 20px;">300 Interchange Blvd. Ste. C</div>	Requester's name and address (optional) _____ _____
6 City, state, and ZIP code <div style="font-family: monospace; padding-left: 20px;">Ormond Beach, FL 32174</div>	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided **must** match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					-	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>					-	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
or																
Employer identification number																
5	9	-	2	7	1											
7	5	5	4													

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶ May 23, 2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

State of Florida

Department of State

I certify from the records of this office that ZEV COHEN & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on September 12, 1986.

The document number of this corporation is J32835.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 4, 2023, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of January, 2023*




Secretary of State

Tracking Number: 5822318467CC

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JCJ Insurance Agency, LLC 2208 Hillcrest Street Orlando, FL 32803	CONTACT NAME: PHONE (A/C, No, Ext): (321) 445-1117	FAX (A/C, No): (321) 445-1076	
	E-MAIL ADDRESS: certs@jcj-insurance.com		
INSURED Zev Cohen & Associates Inc. 300 Interchange Blvd. Suite C Ormond Beach, FL 32174	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Prop & Cas of Amer		25674
	INSURER B : Phoenix Insurance Co.		25623
	INSURER C : Travelers Casualty & Surety Co		19038
	INSURER D : Beazley Insurance Company, Inc		37540
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6602P382574	11/21/2022	11/21/2023	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
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA1R863945	11/21/2022	11/21/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP2P385607	11/21/2022	11/21/2023	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB7S340867	11/21/2022	11/21/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	\$ 1,000,000
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional Liab			V296B0210301	11/21/2022	11/21/2023	Per Claim/Aggregate	2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

For a Proposal

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Erin K. Kelley



**REQUEST FOR QUALIFICATION STATEMENTS (RFQ) FOR
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
RFQ NO: 2023-02**

NOTICE IS HEREBY GIVEN THAT THE CITY OF BUNNELL IS ACCEPTING SEALED QUALIFICATION STATEMENTS FROM QUALIFIED PROFESSIONAL CONSULTING FIRMS TO PROVIDE ENGINEERING SERVICES FOR ALL OR SOME OF THE FOLLOWING INFRASTRUCTURE NEEDS: ON-CALL PUBLIC ROADWAYS, STORMWATER, WATER RESOURCES, WASTEWATER AND WATER UTILITIES WITHIN THE ENVIRONMENTAL AND SANITARY DISCIPLINES.

NOTICE SHALL BE POSTED IN THE DAYTONA NEWS JOURNAL. INTERESTED PARTIES MAY OBTAIN INSTRUCTION PACKETS ON THE WEBSITE WWW.DEMANDSTAR.COM, THE CITY'S WEBSITE AT WWW.BUNNELLCITY.US/BIDS OR VIA EMAIL FROM MATWOOD@BUNNELLCITY.US.

YOU ARE HEREBY INVITED TO SUBMIT A SEALED QUALIFICATION STATEMENT COMPLETE WITH ALL INFORMATION REQUESTED BY MAIL OR COURIER SERVICE TO THE OFFICE OF THE CITY CLERK OF THE CITY OF BUNNELL.

SUBMIT QUALIFICATION STATEMENTS TO: KRISTEN BATES – CITY CLERK

MAILING ADDRESS:

Bunnell City Clerk
P.O. Box 756
Bunnell, Florida 32110

WALK-IN DELIVERY ADDRESS:

Bunnell City Clerk
604 E Moody Blvd., Suite 6
Bunnell, Florida 32110

TIMETABLE:

Date of Distribution:	April 25, 2023
Last Date of Inquiries:	May 09, 2023 by 04:00 PM
Qualification Statements Due:	May 16, 2023 at 02:00 PM
*RFQ Opening:	May 16, 2023 at 02:30 PM

* RFQ Opening will be held at:
Versie Lee Mitchell Community Center
405 E Drain St, Bunnell, FL 32110

Proposers must indicate on the sealed envelope the following:

- A. Title of Proposal – PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**
- B. Request for Qualification Number – RFQ 2023-02**
- C. Name of Proposer**
- D. RFQ Opening – Tuesday, May 16, 2023 at 02:30 PM**

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Request for Qualifications Statements (RFQ) for PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES RFQ# 2023-02

GENERAL CONDITIONS

CONTACT: All prospective Applicants are hereby instructed not to contact any member of the City of Bunnell City Commission, City Manager, or City Staff members other than the noted contact person regarding this RFQ at any time prior to the posting on the Web Site of the final evaluation and recommended ranking by City staff for this project. Any such contact shall be cause for rejection of your Proposal.

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 Bid or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids or Proposals on leases of real property to a public entity, many 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.

CODE ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES: Pursuant to Florida Statutes, any Public Officer or Employee of the City of Bunnell will abide by all ethical requirements as outlined in Chapter 112, Part III.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids or Proposal on leases of real property to a public entity, many 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS: The City of Bunnell cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall, at all times, be open for personal inspection by any person, Section 119.01, F.S. Information and materials received by the City of Bunnell in connection with all Proposers' response shall be deemed public records subject to public inspection upon notice of an intended decision, or 30 days after Bid/Proposal opening, whichever occurs first. Section 119.071, F.S.

PUBLIC RECORDS COMPLIANCE. Proposer agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services for the City, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the contract term and following completion of the contract if the Proposer does not transfer the records to the public agency.

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

PUBLIC RECORDS COMPLIANCE INDEMNIFICATION. Proposer agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the Proposer's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Proposer's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Proposer authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Proposer in Flagler County Circuit Court on an expedited basis to enforce the requirements of this section.

SUBMISSION OF PROPOSALS: All Proposals shall be submitted in a sealed envelope. The Request for Qualification Statements (RFQ) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to the prescribed delivery point on or before the specified opening date and time is solely and strictly the responsibility of the Proposer. Any Proposal received at the prescribed delivery point after the specified date and time will not be accepted. Proposals must be submitted on forms provided by the city. No other forms will be accepted. Telephone, Email, and Fax Proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening.

DELAYS: The City of Bunnell, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will post notification of any and all changes in scheduled due dates on-line at the City of Bunnell Website www.bunnellcity.us/bids and Demand Star www.demandstar.com.

ADDENDUM: Should revisions to the RFQ documents become necessary, the City will post addenda information on-line at the City of Bunnell website www.bunnellcity.us/bids and Demand Star www.demandstar.com. All Proposers should check the City of Bunnell website and Demand Star website to verify information regarding Addenda. It is the sole responsibility of the Proposer to ensure he/she obtains information related to Addenda.

EXECUTION OF RFQ: Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

RFQ OPENING: Proposals shall be opened at the time, date, and place specified in the RFQ, and the name of the Proposer shall be read aloud publicly.

RFQ TABULATION: Any Proposer wishing to receive a copy of the RFQ tabulation is required to enclose

a stamped, self-addressed envelope with their Proposal.

CLARIFICATION/CORRECTION OF RFQ ENTRY: The City of Bunnell reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes. Any permitted correction shall be initialed by the Proposer.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed in writing to Mary Anne Atwood, Project Manager at P.O. Box 756, Bunnell, FL 32110 or via email at matwood@bunnellcity.us. Those interpretations, which may affect the eventual outcome of this Proposal, will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Bunnell.

MINORITY POLICIES: The City of Bunnell, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

ADDITIONAL TERMS AND CONDITIONS: The City of Bunnell reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Bunnell is exempt from Federal Excise Taxes and all sales taxes.

ASSIGNMENT: Any contract issued pursuant to an RFQ and the monies that may become due there under are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase order or contract.

LIABILITY: The Proposer shall hold and save the City of Bunnell, its officers, agents, and employees harmless against claims by third parties resulting from the Proposer's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

LICENSES: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of RFQ for the type of goods/services to be provided. Should the Proposer not be fully licensed and certified, his/her RFQ submittal shall be rejected. If applicable, any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Proposer.

Copies of the required licenses must be submitted with the proposal response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. The winning Proposer will be required to obtain a business tax receipt from the City of Bunnell.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more Proposers. The City reserves the right to waive any irregularities, and to re-advertise as may be determined to be in the best interest of the City.

EQUAL EMPLOYMENT OPPORTUNITY: Title VII of the Civil Rights Act of 1964 protects individuals against employment discrimination based on race and color as well as national origin, sex, or religion.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, only the terms and

conditions in this document shall apply: No additional terms and conditions included with the RFQ response shall be considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFQ if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these RFQ documents are the only conditions applicable to this RFQ and the Proposer's authorized signature on the Request for Qualification Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this RFQ prior to their delivery, it shall be the responsibility of the Proposer to notify the Finance Director at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Proposers submitting a response to this RFQ agree that such response also constitutes an RFQ to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this RFQ, should the Proposer feel it is in their best interest to do so. Each governmental agency desiring to accept this RFQ, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases, and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this RFQ. This agreement in no way restricts or interferes with the right of any governmental agency to re-qualify any or all Proposers.

FUND AVAILABILITY: Any contract executed for the services set forth in this RFQ shall be subject to fund availability.

E-VERIFY COMPLIANCE. Proposer shall comply with Section 448.095, Fla. Stat., in that Proposer is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Proposer certifies that it shall require from each of its subProposers an affidavit stating that the subProposer does not employ, contract with, or subcontract with an unauthorized alien, and that Proposer is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

COMPLIANCE/CONSISTENCY WITH SCRUTINIZED COMPANIES PROVISIONS OF FLORIDA STATUTES. Proposer shall comply with Section 287.135(2)(a), Florida Statutes, which prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Proposer shall not be listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Proposer shall not engage in a boycott of Israel or engaged in business operations in Cuba or Syria. Proposer understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Proposer to civil penalties, attorney's fees, and/or costs. Proposer further understands that

any contract with City for goods or services of any amount may be terminated at the option of City if Proposer (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

LENGTH OF AGREEMENT: The agreement shall be effective for a three (3) year period immediately following the date of execution of the Agreement by the City. The City reserves the sole right to renew this agreement in writing for two (2) additional twelve (12) month periods prior to the expiration of each term.

CHANGES TO SCOPE OF WORK: Either party may propose changes to the scope or time schedule of the Work or Services under a Task Assignment which shall be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Work or Services. The parties shall mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes shall be documented in one or more Amendments to the Task Assignment. If despite good faith negotiations the parties are unable to agree to the terms of an amendment to a task assignment, the parties shall follow the dispute resolution process provided in the Agreement.

TIME IS OF THE ESSENCE: Time is of the essence for each Task Assignment issued under this Agreement and all Projects performed in accordance herewith.

Selection Committee members, City Commissioners, and City personnel are not to be contacted prior to the public meeting at which the City Commission will decide to approve or reject the final recommendation presented to it by the Infrastructure Director. At the discretion of the City, failure to comply with this requirement will be grounds for disqualification.

Specifically, this NO-CONTACT PERIOD shall commence on the date of the advertisement of the RFQ and continue through and include the date the City Commission makes its determination to approve or reject the final recommendations.

For each purpose related to this Agreement and each Task Assignment, Consultant, Contractor(s), subcontractor(s), or sub consultants shall be independent contractors with respect to the City and nothing herein shall create any association, partnership, joint venture, or agency relationship between them. City and Consultant shall exhaust all methods to resolve issues, including but not limited to, the Dispute Resolution procedures in the Agreement before any action is taken to declare the City or Consultant in default of the Agreement.

City of Bunnell
Request for Qualification Statements (RFQ) for
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
RFQ# 2023-02

The City of Bunnell is soliciting statements of qualifications and letters of interest from firms to provide continuing professional engineering services.

Florida Statute 287.055, "Consultants Competitive Negotiation Act" will be followed to secure the required consulting engineering firm(s). For continuing contracts, firms shall provide professional services to the City **for projects in which construction costs do not exceed \$4,000,000 or for study activity when the fee for such professional services does not exceed \$500,000.**

The document package necessary for participating in this RFQ can be obtained on-line at www.bunnellcity.us/bids and www.demandstar.com, or by calling Onvia Demand Star Services at (800) 711-1712. If you have any difficulty obtaining the RFQ documents, the RFQ package can also be obtained by email from Mary Anne Atwood at the City of Bunnell at matwood@bunnellcity.us.

There will not be a pre-Proposal meeting.

All Responders shall submit one (1) **original** and five (5) **bound** copies of their documents on letter size paper in a sealed envelope or package along with an **ADA compliant electronic copy** in pdf format on USB of the full response. Proposals **must** include all items shown in Section IX. Proposal Submission, of the scope of services.

- The Proposal must be submitted no later than **TUESDAY, MAY 16, 2023, AT 02:00 PM LOCAL TIME** at the Clerk's Office, Physical Address: 604 E. Moody Blvd., Suite 6, Bunnell, FL 32110 or Mailing Address: PO Box 756 Bunnell, Florida 32110. Proposals shall be addressed to Ms. Kristen Bates, City Clerk.

Any Proposals not complying strictly with the requirements of this Request for Qualifications (RFQ) may be ruled to be nonresponsive and ineligible for consideration.

THE CITY RESERVES THE RIGHT to reject any or all Proposals or parts thereof or to accept the Proposal or parts thereof when considered in the best interest of the City. Any Proposal received after the time and date specified will not be considered.

GENERAL INSTRUCTIONS

1. **Purpose/Objective:** The City of Bunnell (herein after, "City") has issued this Request for Qualifications (hereinafter, "RFQ") with the sole purpose and intent of obtaining qualifications from interested and qualified individuals or firms offering to provide PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES. A proposer may be referred to herein as the "Proposer, Proposer or Respondent" either with capitalization or without.
2. **Background:** The City serves an area of 14.6 square miles with a population of approximately 3,197. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds in each department.

More detailed information on the government and its finances can be found in City of Bunnell's Comprehensive Annual Financial Report for fiscal year 2021-2022 and in the City's Annual Budget for fiscal year 2022-2023. Copies of these documents may be viewed on www.bunnellcity.us. The City of Bunnell is exempt from any and all state, local and federal taxes.
3. **Inquiries:** Questions may arise as firms are preparing their Proposals. Please direct questions in writing, no later than May 09, 2023 by 04:00 PM to: Mary Anne Atwood, Project Manager. P.O. Box 756, Bunnell, FL 32110, email: matwood@bunnellcity.us.
4. **Letter of Intent:** Letter will summarize, in a brief concise manner, the Firm understands the scope of work and make a positive commitment to perform the work/service in a timely manner. The letter must be signed by an official authorized to make such commitments and enter into a contract with the City. The letter must indicate the official's title or authority. The letter should not exceed two (2) pages in length.
5. **Proposal:** To ensure that all Statements of Qualifications are fairly evaluated, scored, and ranked, it is very important that they are prepared according to the prescribed format in Section IX. **Failure to follow this requirement may result in the disqualification of your Statement of Qualifications.**
6. **Signature Requirements:** Proposals and any issued Addenda must be signed by a duly authorized officer(s) of the proposing firm. Consortiums, joint ventures, or teams submitting Proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each Proposal shall indicate the entity responsible for execution on behalf of the Proposal team.
7. **Addenda and Supplements to the Request for Qualifications (RFQ):** In the event that it becomes necessary to revise any part of this RFQ, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFQ, a supplement to the RFQ will be posted on the City of Bunnell website www.bunnellcity.us/bids and Demand Star www.demandstar.com.
8. **Rejection Rights:** The City of Bunnell reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFQ including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFQ at any time and to negotiate with any party prior to or after submittal of Proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.
9. **Cost of Proposal Preparation:** No reimbursement will be made by the City of Bunnell for any costs incurred in the preparation of the Proposal or presentation.

10. Proposals to be in Effect: Each Proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

CITY OF BUNNELL
Request for Qualification Statements (RFQ) for
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
RFQ# 2023-02

I. GENERAL PURPOSE AND INTRODUCTION

Notice is hereby given that the City of Bunnell is accepting sealed Qualification Statements to be received no later than May 16, 2023, at 02:00 PM Local Time for continuing Professional Engineering Services for all or some of the following Infrastructure needs: On-Call Public Roadways, Stormwater, Water Resources, Wastewater and Water Utility services within the Environmental and Sanitary Disciplines.

II. SCOPE OF WORK TO BE PERFORMED

Provide professional engineering services for assigned tasks that are related to but not limited to the City's water resources, wastewater and water utilities' treatment, storage, water distribution, sanitary collection/pumping/transmission, stormwater systems, reclaimed water systems and public roadways planning/design/permitting requirements for engineering design services.

Any project contracted for a feasibility, planning, or other study or a schematic or preliminary design shall not include the right to extend the Consultant's scope of services to include full design and construction period services. However, the Consultant will not be prohibited from participating in a separate RFQ process for such services.

Provide a knowledgeable working relationship with the Florida Department of Environmental Protection, St. Johns Water Management District, Flagler County Health Department, Florida Department of Transportation and other Florida regulatory agencies.

1. Preliminary Design, Evaluation, and Planning Services to include but not be limited to:

- Investigations, evaluations/analyses, and cost valuations;
- Inspections, explorations, surveys, testing or other services concerning the collection, analysis, evaluation and interpretation of data leading to specialized conclusions and recommendations;
- Feasibility studies on proposed projects, including studies of clients' needs, analyses of conditions or methods of operation, development of alternative concepts, economic analyses, environmental studies and site locations studies;
- Evaluation of interconnections with other water utilities, use of reclaimed water, water conservation measures/programs, and similar alternatives to reduce dependence upon fresh groundwater resources;
- Collecting utilities data such as provider, distribution size, availability and location;
- Development of preliminary design reports, including preliminary treatment processes, outline specifications, preliminary cost estimates, etc. and
- Schematics to design development for site layouts, ancillary buildings, and roadway/storm water design;
- Evaluation of the technical, environmental, and economic feasibility of regional and local water resources alternatives as may be identified;
- Perform reviews of reports, financial data, and similar work products for alternative projects prepared by others;

- Production and/or review of highway plans, related design studies, creative utilization of roadsides, and the accommodation of utilities and utility crossings;
 - Any other preliminary engineering related to the assigned tasks including public meeting support.
2. Detailed Design Services to Meet Applicable Regulatory Agencies Construction Permitting Requirements to include but not be limited to:
- Furnishing expertise, labor and resources in preparing complete construction permitting packages and applications, resolving detailed problems, selecting equipment and developing technical specifications;
 - Coordinating engineers, sub-consultants, and/or other design services groups;
 - Preparing detailed calculations, permissible design drawings, reports, and specifications;
 - Preparing or collaborating with others responsible for preparing estimates of the cost of the work;
 - Design of water distribution mains, sanitary sewer collection and transmission mains, and pumping stations;
 - Design of new water supply wells, treatment and storage facilities and/or improvements to existing facilities;
 - Design of reclaimed water storage, pumping, and distribution mains and associated improvements;
 - Planning, permitting, modeling and design of stormwater projects including masterplan modeling and updates, FEMA floodplain mapping, wetland evaluation and regulatory compliance evaluation, design of major stormwater improvements;
 - Providing prompt assistance and advice to the city to resolve design and/or permitting requirements, discrepancies, and/or clarifications;
 - Prepare complete regulatory permit applications, track submittal status, and respond to requests for additional information;
 - Attend meetings with regulatory agency staff and coordinate with City;
 - Present/provide public meeting support.
3. Final Design Services for preparation of construction plans, technical specifications, and related bid documents to include but not be limited to:
- Preparation of complete construction plans and technical specifications suitable for bidding purposes for assigned projects;
 - Assist in the assemblage of bid packages, contract documents, and coordination with City Purchasing and Public Works;
 - Participate in the bidding process, evaluation of bids, and recommendation of award;
 - Review and approve/disapprove shop drawings and other technical submittals from contractor;
 - Provide CEI services during construction and attend progress meetings;
 - Preparation of as-built plans and submission of certifications of construction to appropriate regulatory agencies;
 - Attendance of public meetings as may be requested.
4. Length of Contract: The agreement shall be effective for a three (3) year period immediately following the date of execution of the Agreement by the City. The City reserves the sole right to

renew this agreement in writing for two (2) additional twelve (12) month periods prior to the expiration of each term.

5. The Consultant agrees to utilize the E-Verify system in screening employees hired during the time of the contract. Except as otherwise provided in this Agreement, no charge for work or materials shall be allowed or approved by the City.
6. Changes to Scope of Work: Either party may propose changes to the scope or time schedule of the Work or Services under a Task Assignment which shall be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Work or Services. The parties shall mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes shall be documented in one or more Amendments to the Task Assignment. If despite good faith negotiations the parties are unable to agree to the terms of an amendment to a task assignment, the parties shall follow the dispute resolution process provided under Section 17.

III. CALENDAR OF EVENTS

- | | |
|----------------------------|--------------------------|
| A. Date of Distribution: | April 25, 2023 |
| B. Last Date of Inquiries: | May 09, 2023 by 04:00 PM |
| C. RFQ's Due: | May 16, 2023 at 02:00 PM |
| D. *RFQ Opening: | May 16, 2023 at 02:30 PM |

* Pre-Bid meeting and RFQ Opening will be held at:
Versie Lee Mitchell Community Center
405 E Drain St; Bunnell, FL 32110

The above schedule may be changed solely at the City's discretion.

IV. PROPOSAL

Proposals shall comply with the **55-page** limit and applicable criteria set forth herein.

V. SELECTION PROCESS

The responses will be evaluated in accordance with Florida Statutes Section 287.055 known as the Consultants Competitive Negotiations Act. A designated City Staff Selection Committee will review and evaluate responses to this RFQ. Proposers may be invited to appear for interviews by the Selection Committee or be asked to further demonstrate their qualifications, although in the interest of expediting the process, this is not anticipated. The ranking of the Proposers shall be forwarded to the City Manager for approval and recommendation to the City Commission. Subsequent negotiations shall follow in accordance with the provisions of the Consultant's Competitive Negotiation Act for individual task orders.

VI. CONFLICT OF INTEREST

Any prospective Proposer must make an affirmative statement to the effect that, to its knowledge, the appointment will not result in a conflict of interest with respect to current or anticipated clients of Proposer. If a conflict is deemed to possibly exist, the prospective Proposer shall state the nature of

such conflict, and a Proposal to resolve the same prior to appointment as Proposer.

VII. EVALUATION CRITERIA

The CITY OF BUNNELL shall be the sole judge of its own best interests, the responses, and the resulting agreement. Award(s) will be made to the Responder(s) who presents the best value to the CITY OF BUNNELL based on the entire evaluation process and all the information gathered. Proposal packages will be reviewed and evaluated by a Selection Committee. **Financial criteria will be evaluated only by Committee Members in the Finance Department, not by all members of the Selection Committee.** Proposal packages will be reviewed and evaluated in accordance with the following criteria and weighting factors:

Point System: The Maximum total point value for written Statements of Qualifications is 280 points per selection committee member. Shortlisted Firms will be reevaluated based upon the maximum total points of 280 per selection committee member for presentation/interview or written questions in lieu of presentation/interviews. Points are non-cumulative between the written Statement of Qualifications phase and the interview phase. All written Statements of Qualifications and presentation/interviews will be evaluated on the following point scale.

A. ABILITY OF FIRM AND ITS PROFESSIONAL TEAM COMPOSITION: (0 - 60 POINTS)

1. Organizational Chart: Indicate key personnel and their relationships. Indicate each staff member’s assignments and responsibilities as they relate to the scope of work. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability. Indicate which positions are full-time or part-time.
2. Review the level of qualifications and experience of the firm and project team and appropriateness of the organization of the project team. Designate the name and title of persons that will be assigned to this project. Project Personnel Resumes to include:
 - Number of years with this company
 - Number of years with other company(ies)
 - Experience: Names of projects, types of projects, size of projects, and specific project involvement.
 - Education/Degrees earned
 - Active registration/certification/licenses
 - Current Job Description
 - Other experience and qualifications which are relevant to this project. Specific experience similar to the scope of work for this project.
3. Review the professional resources available to properly provide services as requested in the RFQ document.
4. Reviews the project team to ensure the team proposed contains all critical disciplines required.
5. The project manager and proposed team should be uniquely qualified to provide the desired services.

Below Average	0	Points
Average	15	Points
Above Average	30	Points
Well Above Average	45	Points
Outstanding	60	Points

B. FIRM'S RELATED EXPERIENCE: (0 - 60 POINTS)

1. Review the firm's experience with projects of similar size, type and scope and the performance on those specific projects.
2. The selection committee will evaluate the quality, experience and quantity of staff and their functions as it relates to the scope of work.
3. The prime firm must have adequate, recent (within the past five years) experience with projects of similar types as defined in the RFQ document.
4. The scope of services provided should represent projects that are similar to those defined in the RFQ document.
5. Company Credentials: Qualifications, Firm's size and Firm's history. Detail any information that would give the Firm an advantage in completing this project. The Firm's current and projected workload.
6. The overall performance of the firm relative to projects of similar size and scope should be evaluated.

Below Average	0	Points
Average	15	Points
Above Average	30	Points
Well Above Average	45	Points
Outstanding	60	Points

C. FIRM'S APPROACH AND METHODOLOGY: (0 - 60 POINTS)

The Firm shall provide information regarding its knowledge of the site, local codes and ordinances, local subcontractors, and suppliers as an indication of its ability to deliver quality workmanship in an effective and timely manner. The Firm shall demonstrate verbally and graphically its plan for performing the documenting of the services to be provided and showing the interrelationship of all parties. As part of its services, the Firm(s) shall indicate knowledge and experience in the evaluation of building systems, construction techniques and the recommendation of materials to create an optimum value in meeting the design and budget requirements.

Below Average	0	Points
Average	15	Points
Above Average	30	Points
Well Above Average	45	Points
Outstanding	60	Points

D. EFFECTS OF THE FIRMS CURRENT AND PROJECTED WORKLOAD: (0 - 40 POINTS)

1. As part of the evaluation criteria, the selection committee will consider the number of full and part time employees of the Firm and their sub-consultants, plus the Firm's current workload, to ensure satisfaction of performance within the scope of work and continued principal leadership on the project. Firms shall provide a list of outstanding projects, client names, dollars committed on open projects, overall workload with other owners, and status of completion.
2. Evaluates the workload commitments that will impact the firm's ability to complete services on schedule.
3. The submittal should demonstrate that the firm and the selected subconsultants have adequate time available and personnel to complete services on schedule and additional backup staffing capability in the event of unforeseen circumstances.

Below Average	0	Points
Average	10	Points

Above Average	20	Points
Well Above Average	30	Points
Outstanding	40	Points

E. LOCAL FIRMS: (0 - 20 POINTS)

1. Location of the Firm and selected subconsultants. For this section, points will be awarded only to those firms with offices located within Flagler County.
2. Experience pertaining to similar Flagler County and City of Bunnell projects will also be considered. City of Bunnell staff shall not however, furnish references for such projects.

Below Average	0	Points
Average	5	Points
Above Average	10	Points
Well Above Average	15	Points
Outstanding	20	Points

F. COMPLETENESS OF RESPONSE: (0 - 20 POINTS)

The Statement of Qualifications shall be evaluated on the ability to satisfactorily convey a depth of understanding and appreciation of the scope of work and the degree of completeness and abilities to follow the RFQ instructions.

Below Average	0	Points
Average	5	Points
Above Average	10	Points
Well Above Average	15	Points
Outstanding	20	Points

G. REFERENCES FOR FIRM and ALL SUBCONSULTANTS: (0 - 20 POINTS)

The selection committee will assess the relevance and quality of references provided.

Below Average	0	Points
Average	5	Points
Above Average	10	Points
Well Above Average	15	Points
Outstanding	20	Points

Tie Breaker: If there are tie bids, meaning everything except the information relating to the bidder is the same, the following methods shall be used in the order below to break the tie:

- Drug free workplace policy in place.
- The bidder that has an existing Business Tax Receipt (BTR) within the city limits.
- Prior contract with the City performed satisfactorily will result in the win of a tie breaker and prior contract with the City performed unsatisfactorily will result in the loss of a tie breaker.
- Timeliness of delivery.

VIII. INSURANCE REQUIREMENTS

- A. The Responder shall procure and maintain, at its sole expense during the life of the engagement,

insurance of the types and the minimum amounts stated below.

<u>Type</u>	<u>Amount</u>
Professional Liability/Errors & Omissions	\$1,000,000
Comprehensive General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000
Employee Liability	\$1,000,000

B. Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the City Commission. Prior to commencing any work under the engagement letter, certificates evidencing the maintenance of said insurance shall be furnished to and approved by the City.

C. The insurance shall provide that no material alteration or cancellation, including non-renewal, shall be effective until thirty (30) days after receipt of written notice by the City; provided, however, that for the professional liability insurance, in lieu of the foregoing requirement, the City in its sole discretion, may agree to accept notice of such material alteration or cancellation from the Responder.

D. The insurance procured for the Responder shall name the City of Bunnell as an additional insured on the comprehensive general liability.

IX. PROPOSAL SUBMISSION

To be considered, all Responders shall submit one (1) original and five (5) copies of their documents on letter size paper in a sealed envelope or package along with an **ADA compliant electronic copy** in pdf format on USB of the full response. Statements of Qualifications must be received in the City Clerk's Office, no later than **02:00 PM on Tuesday, May 16, 2023**, and should be limited to not more than **55 (8.5-inch x 11 inch) pages** printed on one side with all page language at **Font size 12**, excluding covers, dividers, entire original RFQ, financial information, and the required forms. Oversize pages will be counted as two pages. Submissions in excess of 55 pages will not be disqualified; however, clarity, conciseness, and brevity will be scored in Completeness and Response evaluation. **Statements of Qualifications that arrive after the closing time and date shall not be considered. Telephone, facsimile, e-mail, or telegraphic Statements of Qualifications will not be accepted.**

A. STATEMENT OF QUALIFICATIONS FORMAT:

1. GBC Binding should be used.
2. Title Page - Show the proposal subject, the legal name of the Proposer's firm, local address, telephone number, name of the contact person and date of proposal.
3. Table of Contents - Include a clear identification of the material by section and by page number.
4. Letter of Transmittal - A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days. The letter should also include the names of the people who will be authorized to make representations for the Proposer, their title, addresses, and telephone numbers.
5. Provide a separate tabbed section for each of the Evaluation Criteria Sections A through G.
6. Print should be portrait orientation unless oversized.
7. Headings and sections should be numbered and tabbed.
8. The sections should be separated by using divider tabs named for the specific sections for easier reference.
9. Ensure all information is typewritten.

B. The Required Forms Packet must be included with all Statements of Qualifications Responding to the RFQ - Included as Appendix A:

- Checklist
- Application Form
- Acknowledgements Form
- Certification Form
- Declaration Statement Form
- Qualifications Form
- Reference Form
- Scrutinized Companies Form
- Sub Listing Form
- Insurance Requirements Form
- Americans with Disabilities Act Affidavit Form
- Conflict of Interest Disclosure Form
- Drug-Free Workplace Certification Form
- Non-Collusion Form
- Public Entity Crimes Form
- Public Records Compliance Form
- Copy of W-9
- Client Reference letters (no more than 5 letters accepted)
- Copy of Firm's Certificate of Insurance.
- Copy of all Licenses as listed under General Conditions-Licenses

X. INQUIRIES AND ADDENDA

Each Proposer shall examine the RFQ document and shall judge all matters relating to the adequacy and accuracy of this document. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the RFQ shall be made through the City of Bunnell's Project Manager, Mary Anne Atwood, at PO Box 756, Bunnell, FL 32110, or email matwood@bunnellcity.us. The City shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. It shall be the responsibility of each Proposer, prior to submitting the Proposal, to determine if addenda were issued and to make such addenda a part of the Proposal.

XI. PROPOSAL REPARATION EXPENSES

Each Proposer preparing a Proposal in response to this request shall bear all expenses associated with their preparation. Responders shall prepare a response with the understanding that no claims for reimbursement shall be submitted to the City for the expense of preparation or presentation.

XII. RIGHT TO PROTEST

Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of a contract may seek resolution of his/her complaints by contacting the City Manager.

XIII. NO CORRECTIONS

Once a competitive Proposal is submitted, the City shall not accept any request by any Proposer to correct errors or omissions in any calculations or competitive price submitted.

XIV. OPENNESS OF PROCUREMENT PROCESS

Written competitive Proposals, other submissions, correspondence, and all records made thereof, as

well as negotiations conducted pursuant to this RFQ, shall be handled in compliance with Chapters 119 and 286 Florida Statutes. The city gives no assurance as to the confidentiality of any portion of any Proposal once submitted.

XV. NO COLLUSION

By offering a submission to the RFQ, the proposer certifies the proposer has not divulged to, discussed or compared his/her competitive Proposal with other proposers and has not colluded with any other proposers or parties to this competitive Proposal whatsoever.

XVI. APPROPRIATIONS CLAUSE

The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall thereafter be released of all terms and other conditions.

APPENDIX A

REQUIRED FORMS PACKET

RFQ #2023-02 for PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES

THE FOLLOWING FORMS ARE REQUIRED AND ARE TO BE FILLED OUT COMPLETELY AND SUBMITTED WITHIN THE QUALIFICATIONS SUBMITTALS AS PER THE RFQ INSTRUCTIONS. FORMS SHALL BE SIGNED BY AUTHORIZED PERSONNEL, COMPLETED IN THEIR ENTIRETY, AND INSERTED WITHIN YOUR SUBMITTAL AS PER THE INSTRUCTIONS. ALL ADDITIONAL REQUESTED DOCUMENTATION SHALL BE SUBMITTED AS REQUIRED BY THE SOLICITATION DOCUMENTS.

21. Checklist
22. Application Form
23. Acknowledgements Form
25. Certification Form
26. Declaration Form
27. Qualifications Form
29. Reference Form
30. Scrutinized Companies Form
31. Subcontractor Listing Form
32. Insurance Requirements Form
34. Americans with Disabilities Act Affidavit Form
35. Conflict of Interest Form
36. Drug-Free Workplace Certification Form
37. Non-Collusion Form
38. Public Entity Crimes Form
40. Public Records Compliance Form
41. Copy of W-9

PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Response.

Proposer should check off each of the following items as the necessary action is completed:

- All applicable forms have been signed and included
- All information as requested in the Proposer’s Qualification Form is included.
- Any addenda have been signed and included.
- The **mailing envelope must be sealed and marked** with RFQ Number “**RFQ #2023-02**” and RFQ Title “**PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**”.
- The mailing envelope has been addressed to:

City of Bunnell
City Clerk Office
P.O. Box 756
Bunnell, FL 32110

- The Response will be mailed or delivered in time to be received no later than the specified due date **May 16, 2023** and time **02:00 PM**. (Otherwise, the Response WILL NOT be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFQ NUMBER AND QUALIFICATION NAME ON THE OUTSIDE OF THE COURIER PACKET

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.



APPLICATION FORM

**PROFESSIONAL
INFRASTRUCTURE
ENGINEERING SERVICES**

RFQ-2023-02
ISSUED BY: MARY ANNE ATWOOD
PROJECT MANAGER
PHONE NO: (386) 986-6702
EMAIL: MATWOOD@BUNNELLCITY.US

**SUBMIT QUALIFICATIONS PACKAGE PRIOR TO:
CLOSING DATE: May 16, 2023
CLOSING TIME: 02:00 P.M.**

**SUBMIT TO:
BUNNELL CITY CLERK'S
OFFICE 604 E MOODY
BLVD., SUITE 6
PO BOX 756
BUNNELL, FL 32110**

PROJECT TITLE & DESCRIPTION:

PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES

Provide professional engineering services for assigned tasks that are related to but not limited to the City's water resources, wastewater and water utilities' treatment, storage, water distribution, sanitary collection/pumping/transmission, stormwater systems, reclaimed water systems and public roadways planning/design/permitting requirements for engineering design services.

THE RESPONDENT HEREBY AGREES TO FURNISH THE SERVICES PURSUANT TO ALL REQUIREMENTS, SPECIFICATIONS, AND SCOPE OF SERVICES CONTAINED IN THIS SOLICITATION DOCUMENT, AND FURTHER AGREES THAT THE LANGUAGE OF THIS DOCUMENT SHALL GOVERN IN THE EVENT OF A CONFLICT WITH HIS OR HER RESPONSE. BY MY SIGNATURE I CERTIFY THAT THIS RESPONSE IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, BUSINESS ENTITY, OR PERSON SUBMITTING A RESPONSE FOR THE SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

**THIS APPLICATION FORM MUST BE SIGNED TO BE
CONSIDERED FOR**

COMPANY NAME:

DATE:

MAILING ADDRESS:

PHONE:

FAX:

CITY:

STATE:

ZIP:

TITLE OF AUTHORIZED REPRESENTATIVE:

E-MAIL:

WEB URL:

AUTHORIZED SIGNATURE:

PRINTED NAME:

ACKNOWLEDGEMENTS
RFQ #2023-02
“PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES”

To: City of Bunnell
604 E. Moody Blvd. Unit 6 P.O. Box 756
Bunnell, FL 32110

(Proposer) guarantees its Response to RFQ #2023-02 for a period not to exceed one hundred twenty (120) days from the date its Response was submitted to the City of Bunnell unless an extension is granted by the Proposer.

The Contractor, by signing these **RFQ** Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this **RFQ** Document.

Dated this _____ day of _____, 2023

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By: _____ (Signature) _____ (Print name)

Address: _____

Telephone: _____ Fax: _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

CORPORATION

By: _____ (Signature) _____ (Print name)

Address: _____

Telephone: _____ Fax: _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

State of Incorporation:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print

CORPORATE SEAL

Attest By (Secretary): _____

Signature Date

PROPOSER'S CERTIFICATION FORM

____ I have carefully examined the request for qualifications, instructions to proposers, general and/or special conditions, vendor's notes, specifications, and any other documents accompanying or made a part of this request for qualifications.

____ I agree to abide by all conditions of the RFQ and understand that a background investigation may be conducted by the City of Bunnell prior to an award.

____ I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this qualifications statement on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the contract.

____ I further certify, under oath, that this qualifications statement is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a qualifications statement for the same product or service; no officer, employee or agent of the City of Bunnell government or of any other proposer interested in said RFQ; and that the undersigned executed this proposer's certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of business _____

By: _____

Signature _____

Name & title, typed or printed state

State of _____
County of _____

Mailing address

City, State, Zip Code

(____) _____
Telephone number

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of _____, 2023, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My Commission expires:

DECLARATION STATEMENT

City of Bunnell
P.O. Box 756
604 E. Moody Blvd. Unit 6
Bunnell, FL 32110

RE: RFQ #2023-02 , “PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES”

Dear Mayor and Council Members:

The undersigned as Proposer, or on behalf of Proposer, declares that this Response is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the Responses.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **RFQ #2023-02 , “PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES”**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____, 2023 in the City of Bunnell, in the State of Florida .

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

PROPOSER'S QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract	Amount
			\$ _____
			\$ _____
			\$ _____

LIST CURRENT PROJECTS FOR WHICH YOU ARE THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Has Proposer, at any time, failed to complete a contract?

Yes No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

Yes No

Attach detailed explanation as required under Tab IV of Response Format.

CONTRACT VALUES:

List total value of contracts for work completed on similar projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Values must be listed individually by contract or project and then summarized as a total dollar amount.**

\$ _____ Total Value for PAST completed and similar project

\$ _____ Total Value for PAST completed and similar project

Attach additional page if necessary.

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter (if required): _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

- Corporation: If firm is a corporation, please list state in which it is incorporated:_____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida. Years in business: _____
- Partnership/Years in Business: _____
- Sole Proprietorship/Years in Business: _____
- Other: Please list: _____

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

REFERENCE FORM

Provide the business names, contact person, email and telephone number of four (4) references for which the Proposer has provided services similar to the services described in this RFQ for three (3) years or more within the last five (5) year period. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

The Proposer will identify whether the business entity is incorporated in Florida, another state, or is in a foreign country. If a proposer is a corporation, provide a copy of the Certification from the Florida Secretary of State verifying the Proposer's corporate status and good standing. The Proposer shall include a copy of its business license with the submittal.

1. Name of Company: _____

Address: _____

Point of Contact: _____

Phone #: _____ Email address: _____

Service(s) Provided: _____

Dates of Service: _____

2. Name of Company: _____

Address: _____

Point of Contact: _____

Phone #: _____ Email address: _____

Service(s) Provided: _____

Dates of Service: _____

3. Name of Company: _____

Address: _____

Point of Contact: _____

Phone #: _____ Email address: _____

Service(s) Provided: _____

Dates of Service: _____

4. Name of Company: _____

Address: _____

Point of Contact: _____

Phone #: _____ Email address: _____

Service(s) Provided: _____

Dates of Service: _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST
*If bid amount is less than one million dollars (\$1,000,000), this form is not required.

Respondent Vendor's Name: _____

Vendor FEIN: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Address: _____

City: _____ State: __ Zip: _____

Phone Number: _____

Fax Number: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of one million dollars (\$1,000,000) or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both Lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor's Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Certified By: _____, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Print Name & Title: _____

Date: _____

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

=====

- 1. Worker's Compensation Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
- 2. Commercial General Liability
Bodily Injury & Property Damage (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.

 \$ _____ single limit per occurrence
- 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Bunnell, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Bunnell.

- 4. Automobile Liability \$ _____ Each occurrence owned / on-owned / Hired Automobile Included
- 5. Other Insurance as indicated below: \$ 1,000,000 Per Occurrence Errors and Omissions or Professional Malpractice Coverage
- 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.
- 7. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.
- 8. The City of Bunnell must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

- 9. The City of Bunnell shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Bunnell
Bunnell, FL

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- 10. **Thirty (30) Days Cancellation Notice** required.
- 11. The Certificate must state the **RFQ #2023-02** and **PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer's Agent

AMERICANS WITH DISABILITIES ACT AFFIDAVIT FORM

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City.

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Contract for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of _____, 2023, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY THAT

1. I (*PRINTED NAME*) _____ AM THE (*TITLE*) _____ AND THE DULY AUTHORIZED REPRESENTATIVE OF THE FIRM OF (*FIRM NAME*) _____ WHOSE ADDRESS IS _____, AND THAT I POSSESS THE LEGAL AUTHORITY TO MAKE THIS AFFIDAVIT ON BEHALF OF MYSELF AND THE FIRM FOR WHICH I AM ACTING; AND,
2. EXCEPT AS LISTED BELOW, NO EMPLOYEE, OFFICER, OR AGENT OF THE FIRM HAVE ANY CONFLICTS OF INTEREST, REAL OR APPARENT, DUE TO OWNERSHIP, OTHER CLIENTS, CONTRACTS, OR INTERESTS ASSOCIATED WITH THIS PROJECT; AND,
3. THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, OR PERSON SUBMITTING A PROPOSAL FOR THE SAME SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

EXCEPTIONS (LIST)

SIGNATURE: _____

PRINTED NAME: _____

FIRM NAME: _____

DATE: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of _____, 2023, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, _____ (print or type name of business) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein".

(Authorized Signature)

(Date)

(Print Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of _____, 2023, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

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

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

I am the _____ of _____, (Proposer) which has submitted a Response to City of Bunnell RFQ #2023-02 Professional Infrastructure Engineering Services.

I am fully informed respecting the preparation and contents of the Response to RFQ #2023-02, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #2023-02, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Bunnell.

The price or prices quoted in the Proposer's Response to RFQ #2023-02, are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of _____, 2023, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of
Notary My commission expires:

**SWORN STATEMENT PURSUANT TO FLORIDA STATUTES
SECTION 287.133(3) (A) PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Bunnell by: _____ [NAME] as the _____ [TITLE] of _____ [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is _____ .
2. I understand that a “public entity crime” as defined in Florida Statutes, Section 287.133 (1)(g), 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 Florida Statutes, Section 287.133(1)(b), 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 Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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 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 Florida Statutes, Section 287.133(1)(e), 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 provisions 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. 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, and agents who are active in management of an entity, nor any affiliates 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, and agents who are active in management of an 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, and agents who are active in management of an 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 THIS FORM TO THE CITY OF BUNNELL IS FOR THE CITY OF BUNNELL 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 CITY OF BUNNELL PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of _____, 2023, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:

COMPLIANCE WITH THE PUBLIC RECORDS LAW FORM

Upon notice of an intended decision or thirty (30) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to City of Bunnell.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to indemnify, defend, and hold harmless the City in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

Project Number: **RFQ-2023-02 – PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2023, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
<input type="checkbox"/> Other (see instructions) ▶	<small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided **must** match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
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	-		-		
or					
Employer identification number					
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



ADDENDUM NO. 01

This addendum is issued as part of the specifications and contract documents entitled:

**CITY OF BUNNELL
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
CITY RFQ NO: 2023-02**

Date Issued: April 27, 2023

A. QUESTIONS & ANSWERS

Question 1: Who are your current engineers?

Answer 1: The City is currently under contract with Alliant, CPH, Kimley-Horne and Mead & Hunt for utility engineering services.

Question 2: How many firms does the City intend to select?

Answer 2: As the City is requesting services for several different Infrastructure needs, there is no specific quantity of firms intended to select. Not all firms will be able to render all-inclusive services.

Question 3: The RFQ mentions a pre-bid meeting, but it is not listed in the schedule of events. Can the City confirm if there will be a pre-bid meeting?

Answer 3: Under Section III. CALENDAR OF EVENTS, it states the location where the Pre-Bid meeting and RFQ Opening will be held. This is an error, there will be no pre-bid meetings.

ACKNOWLEDGEMENT:

May 23, 2023

Signature and Date

Robert J. Ball, VP

Printed Name and Title

Zev Cohen & Associates, Inc.

Company Name

PLEASE ACKNOWLEDGE ALL ADDENDUMS ON YOUR BID FORM

END ADDENDUM NO. 01



ADDENDUM NO. 02

This addendum is issued as part of the specifications and contract documents entitled:

**CITY OF BUNNELL
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
CITY RFQ NO: 2023-02**

Date Issued: May 5, 2023

A. QUESTIONS & ANSWERS

Question 1: Would the City please send a copy of your Standard Contract for our review? One was not provided with the RFQ document?

Answer 1: The City will provide a contract for review when entering into negotiations with the firms recommended by the Selection Committee and approved by the Commission.

Question 2: Is there any possibility I could request an extension of the Proposal deadline?

Answer 2: The City will provide a seven (7) day extension for the Last Date of Inquiries, the Proposal deadline and the RFQ Opening. The new Qualification deadline dates are as follows:

Last Date of Inquiries: May 16, 2023 at 4 PM

Qualification Statements Due: May 23, 2023 at 2:00 PM

RFQ Opening: May 23, 2023 at 2:30 PM

ACKNOWLEDGEMENT:

May 23, 2023

Signature and Date

Robert J. Ball, VP

Printed Name and Title

Zev Cohen & Associates, Inc.

Company Name

PLEASE ACKNOWLEDGE ALL ADDENDUMS ON YOUR BID FORM

END ADDENDUM NO. 02



ADDENDUM NO. 03

This addendum is issued as part of the specifications and contract documents entitled:

**CITY OF BUNNELL
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
CITY RFQ NO: 2023-02**

Date Issued: May 17, 2023

A. QUESTIONS & ANSWERS

Question 1: Project References are requested for three (3) sections (Section G, Appendix A – Reference Form, Appendix A – Client Reference Letters). May you please provide a brief description of the anticipated information (and how it differs) to be included?

Answer 1:

VII. EVALUATION CRITERIA Section G. explains that firms will be ranked by the relevance and quality of the references provided.

Appendix A – Reference Form is a list of clients to whom services have been provided by your firm, similar to those described in the RFQ.

Appendix A – Client Reference Letters are reference letters from clients regarding services that your firm provided to them, similar to those described in the RFQ.

Question 2: The “Appendix A Required Forms Packet” list varies from page 18 to page 20. On page 18 there are two (2) requests for insurance information (Appendix A - Insurance Requirements Form, Appendix A – Copy of Firm’s Certificate of Insurance). However, on page 20 there is only a single request for insurance information (Appendix A – Insurance Requirement Form). If we provide a copy of our Certificate of Insurance (COI), will that suffice for both documents?

Answer 2: Both documents are required to be included with the RFQ submittal.

Appendix A – Insurance Requirements Form is more of a checklist and verification that the firm understands and has included all the requirements for the insurance.

Appendix A – Copy of Firm’s Certificate of Insurance is the actual certificate.

Question 3: Within the Proposal Submission section on page 17, an ADA compliant electronic copy of the Proposal is requested. May you please clarify the definition of ADA Compliant regarding an electronic document?

Answer 3: The City makes every effort to have information accessible to those with disabilities per the Americans with Disabilities Act (ADA), this includes files. Accessible PDFs require certain elements: tagging in a logical reading order, proper heading structure, alternate text for images, proper table and list formatting and usage, etc.

If software is unavailable, PDF documents' Accessibility Tool can run Accessibility Checks and Reports to find out what elements are passing or failing compliance.

ACKNOWLEDGEMENT:

May 23, 2023

Signature and Date

Robert J. Ball, VP

Printed Name and Title

Zev Cohen & Associates, Inc.

Company Name

PLEASE ACKNOWLEDGE ALL ADDENDUMS ON YOUR BID FORM

END ADDENDUM NO. 03

AGREEMENT NO. 2023-11

**LETTER AGREEMENT FOR
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
BETWEEN NORTH FLORIDA PROFESSIONAL SERVICES, INC., AND
CITY OF BUNNELL, FLORIDA**

THIS AGREEMENT ("Agreement") is for Professional Infrastructure Engineering Services between the City of Bunnell ("CITY"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 604 East Moody Boulevard Suite 6, Bunnell, Florida, and North Florida Professional Services, Inc., a Florida corporation, ("CONSULTANT"), 1450 SW SR 47, Lake City, FL 32025.

WHEREAS, the CITY has need of professional engineering services for its Infrastructure Department; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of CONSULTANT, based on the CONSULTANT's response to RFQ #2023-02 – Request Qualifications for Infrastructure Engineering Services; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their CONSULTANT's and subconsultant's; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency agreements must include certain statutorily required provisions concerning the CONSULTANT's compliance for Florida's Public Records Act; and

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

1. The relationship of the CONSULTANT to the CITY will be that of a professional consultant to provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to the CONSULTANT's profession, and CONSULTANT will endeavor to provide to the CITY prompt and efficient consulting services to the best of its ability.
2. CONSULTANT is hereby retained and employed as the Engineering Services Consultant and will work with the CITY to provide said services in accordance

with the scope of services outlined in RFQ # 2023-02.

3. CONSULTANT agrees to prepare and complete a report to the CITY, detailing the status of services provided pursuant to this Agreement at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. CONSULTANT may be asked to present the deliverables in person for review by staff or for discussion at a scheduled City Commission meeting.
4. The term of this Agreement shall be effective for a three (3) year period immediately following the date of execution of the Agreement by the CITY. The CITY reserves the sole right to renew this agreement in writing for two (2) additional twelve (12) month periods prior to the expiration of each term. The term of this Agreement does not relieve the CONSULTANT of any future responsibility as described in paragraph eight (8) of this Agreement.
5. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, CONSULTANT shall be authorized to receive payment for all work performed up to the date of termination.
6. With regard to compensation paid to CONSULTANT, CONSULTANT shall furnish to the CITY on a monthly basis an itemized invoice detailing all of CONSULTANT's hours, services, expenses and any other services utilized by the CITY during the preceding month. Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule (Exhibit A). CONSULTANT shall compute the total amount due for the preceding month and all amounts due CONSULTANT shall be paid on a monthly basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. CONSULTANT acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.
7. General Considerations.
 - a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by CONSULTANT and presented to the CITY pursuant to this Agreement are and remain the property of the CITY as instruments of service.
 - b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by CONSULTANT shall be made available to the CITY upon request and shall be considered public records, pursuant to F.S. 119.0701.
 - c. CONSULTANT shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of

- three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The CITY shall have the right to order, inspect and copy all such records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-consultants (if any).
- d. CONSULTANT shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
 - e. CONSULTANT shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFQ # 2023-02, naming CITY as an additional insured in each such policy.
 - f. Upon CONSULTANT's written request, the CITY will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as CONSULTANT and CITY mutually deem necessary, and CONSULTANT may rely upon same in performing the services required under this agreement.
 - g. The CITY and CONSULTANT each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the CITY nor CONSULTANT shall assign or transfer their interest in this agreement without the prior written consent of the other party.
8. Should any other professional services be called for by the CITY which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The CONSULTANT may be required to provide additional services to the CITY on challenges, public protests, administrative hearings or similar matters. The CONSULTANT shall be available to represent the CITY, serve as an expert witness and provide supporting documentation as necessary.
9. The Agreement documents, which comprise the entire Agreement between CITY and CONSULTANT and which are further incorporated herein by reference, consist of the following:
- a. Architects/Engineers hourly rates, as attached to this agreement (Exhibit A)
 - b. RFQ 2023-02 Infrastructure Engineering Services
 - c. CONSULTANT's RFQ Documents
10. CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other

persons employed or utilized by the CONSULTANT in the performance of the Agreement.

11. CONSULTANT, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the CITY and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the CITY, except as provided in the scope of services called for herein. CONSULTANT is hereby designated as an independent CONSULTANT to the CITY and none of the employees, agents or servants of the CONSULTANT shall have, or be entitled to, any of the fringe benefits applicable to employees of the CITY.
12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.
13. CONSULTANT does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Flagler County, Florida, and CONSULTANT hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the CITY in any other State Court, Federal Court or administrative tribunal.
14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.
15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.
16. Work Orders.
 - a. The provision of services to be performed under this Agreement may commence immediately upon the execution of this Agreement or a work order as directed and determined by the CITY. Services to be provided by the CONSULTANT to the CITY shall be negotiated between the CONSULTANT and the CITY. Each work order shall reference this Agreement by title and date, include a detailed description of quantities, services, and a completion schedule, and will be provided on CONSULTANT letterhead. The services described in said work order will commence upon approval by the CITY as notice to proceed.
 - b. If the services required to be performed by a work order are clearly defined, the work order shall be issued on a "fixed fee" basis. The CONSULTANT shall perform all services required by the work order but

in no event shall the CONSULTANT be paid more than the negotiated fixed fee amount stated therein.

- c. The CONSULTANT and the CITY agree to make every effort to adhere to the schedule established for the various work orders described in the work order.
- d. If the services are not clearly defined, the work order may be issued on a "time basis method" and contain a not-to-exceed amount. If a not-to-exceed amount is provided, the CONSULTANT shall perform all work required by the work order; but in no event shall the CONSULTANT be paid more than the not-to-exceed amount specified in the applicable work order.
- e. For work orders issued on a "fixed fee basis," the CONSULTANT may invoice the amount due based on the percentage of total work order services performed and completed; but in no event shall the invoice amount exceed a percentage of the fixed fee amount equal to a percentage of the total services completed.
- f. For work orders issued on a "time basis method" with a not-to-exceed amount, the CONSULTANT may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the not-to-exceed amount equal to a percentage of the total services completed.
- g. Each work order issued on a "fixed fee basis" or "time basis method" with a not-to-exceed amount shall be treated separately for retainage purposes. If the CITY determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.
- h. For work orders issued on a "time basis method" with a limitation of funds amount, the CONSULTANT may invoice the amount due for services performed and completed. The CITY shall pay the CONSULTANT one hundred percent (100%) of the approved amount on work orders issued on a "time basis method" with a limitation of funds amount.

17. Change Orders.

- a. The CITY may revise the description of services set forth in any work order.
- b. Revisions to any work order shall be authorized in writing by the CITY as a change order. Each change order shall include a schedule of completion for the services authorized. Change orders shall identify this Agreement and the appropriate work order number. The change orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. A agreement between the parties on and execution of any change order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to

the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONSULTANT schedule.

- c. If instructed by the CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The CONSULTANT must submit for CITY approval a revised qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by change order to the work order.

18. Compensation.

- a. Compensation to the CONSULTANT for the services performed on each work order shall be as set forth the work order/change order.
- b. The CITY shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. And other items not directly attributable to items produced for each work order.
- c. Work performed by the CONSULTANT without written approval by the CITY's designated representative shall not be compensated. Any work performed by the CONSULTANT without approval by the CITY is performed at the CONSULTANT's own election.
- d. In the event the CITY fails to provide compensation under the terms and conditions of this Agreement, the CONSULTANT shall notify the CITY's designated representative in order that the CITY may take remedial action.
- e. Pricing has been calculated based on the current prices for the goods and/or services that are the subject hereof. However, the market for the goods and/or services that pertain to this Agreement may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The CONSULTANT agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Agreement which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Agreement, the CITY agrees, upon written request from the CONSULTANT, to consider a reasonable adjustment to the prices set forth in this Agreement based upon the following index: engineering news record, construction cost index, etc. Any claim by the CONSULTANT for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such request from the CONSULTANT will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable.
- f. Expiration of the term of this Agreement shall have no effect upon purchase orders/work orders issued pursuant to this Agreement and

prior to the expiration date.

19. Invoice Process.

- a. Payments shall be made by the CITY to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each work order shall be invoiced separately. The CONSULTANT shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing all services rendered, the cost of the services, the name and address of the CONSULTANT, work order number, Agreement number and all other information required by this Agreement.
- b. Invoices which are in an acceptable form to the CITY and without disputable items will be processed for payment within thirty days of receipt by the CITY.
- c. The CONSULTANT will be notified of any disputable items contained in invoices submitted by the CONSULTANT within fifteen days of receipt by the CITY with an explanation of the deficiencies.
- d. The CITY and the CONSULTANT will make every effort to resolve all disputable items contained in the CONSULTANT's invoices.
- e. Each invoice shall reference this Agreement, the appropriate work order and change order, if applicable, and the billing period.
- f. The Florida Prompt Payment Act shall apply when applicable.
- g. Invoices are to be forwarded directly to:

Infrastructure Department
PO Box 756
Bunnell, Florida 32110
matwood@bunnellcity.us

20. Termination of Agreement.

- a. The CITY may terminate this Agreement or any work order for convenience at any time for one or more of the reasons as follows:
 - (1) If, in the CITY's opinion, adequate progress under a work order is not being made by the CONSULTANT; or
 - (2) If, in the CITY's opinion, the quality of the services provided by the CONSULTANT is/are not in conformance with commonly accepted professional standards, standards of the CITY, the requirements of federal or state regulatory agencies, and the CONSULTANT has not corrected such deficiencies in a timely maimer as reasonably determined by the CITY; or
 - (3) The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT; or
 - (4) The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for

- the benefit of creditors; or
 - (5) The CONSULTANT violates the standards of conduct provisions herein or any provision of state or local law or any provision of the CITY code of conduct.
 - b. In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter requesting that the CONSULTANT show cause why the Agreement or any work order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within fourteen calendar days of the receipt of the letter, the CITY may consider the CONSULTANT to be in default and may immediately terminate this Agreement or any work order in progress under this Agreement.
 - c. In the event that this Agreement or a work order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the work order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONSULTANT.
- 21. Termination by CITY Without Cause.
 - a. Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific work order without cause, if such termination is deemed by the CITY to be in the public interest, provided that thirty calendar days prior written notice is given to the CONSULTANT of the CITY's intent to terminate.
 - b. In the event that this Agreement is terminated, the CITY shall identify any specific work order(s) being terminated and the specific work order(s) to be continued to completion pursuant to the provisions of this Agreement.
 - c. This Agreement will remain in full force and effect as to all authorized purchase order(s)/work order(s) that is/are to be continued to completion.
- 22. Payment in the Event of Termination.

In the event this Agreement or any work order is terminated or canceled prior to final completion payment for the unpaid portion of the services actually provided by the CONSULTANT to the date of termination shall be paid to the CONSULTANT.
- 23. Action Following Termination.

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.
- 24. Suspension.

- a. The performance or provision of the CONSULTANT services under any work order under this Agreement may be suspended by the CITY at any time.
- b. In the event the CITY suspends the performance or provision of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date Stated in the notice. The CITY shall pay to the CONSULTANT within thirty days all compensation which has become due to and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended provision of services unless and until the CITY's designated representative notifies the CONSULTANT in writing that the provision of the services of the CONSULTANT called for hereunder are to be resumed by the CONSULTANT.
- c. Upon receipt of written notice from the CITY that the CONSULTANT's provision of services hereunder are to be resumed, the CONSULTANT shall continue to provide the services to the CITY.

25. Alternative Dispute Resolution.

- a. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.
- b. The CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONSULTANT had knowledge and failed to present during the CITY procedures.
- c. In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

26. Severability.

- a. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.
- b. All provisions of this Agreement shall be read and applied in pari materia. With all other provisions hereof.
- c. Violation of this Agreement by the CONSULTANT is recognized by the

parties to constitute irreparable harm to the CITY.

27. Controlling Law / Venue / Interpretation.
 - a. This Agreement is to be governed by the laws of the State of Florida.
 - b. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.
 - c. This Agreement is the result of bona fide arm's length negotiations between the CITY and the CONSULTANT, and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

28. Indemnity.
 - a. CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed by the CONSULTANT in the performance of the Agreement.
 - b. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.
 - c. In claims against any person or entity indemnified under this Section by an employee of the CONSULTANT or its agents or subconsultant's, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or its agents or subconsultants, under workers compensation acts, disability benefits acts, or other employee benefit acts.
 - d. The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the indemnification provision in this Agreement; however, the CONSULTANT must also comply with the provisions of this Agreement relating to insurance coverages.

29. Insurance.
 - a. The CONSULTANT shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a best rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:
 - (1) Workers Compensation/Employer Liability: the CONSULTANT shall provide Workers Compensation Insurance for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:

\$500,000 each accident
\$500,000 disease each employee
\$500,000 disease (policy limit)

- (2) Comprehensive General Liability: the CONSULTANT shall provide coverage for all operations including, but not limited to, contractual, independent CONSULTANT, products and complete operations and personal injury with limits not less than the following:

\$1,000,000 bodily injury & property damage - each occurrence
\$2,000,000 general aggregate

- (3) Comprehensive Business Automobile Liability: the CONSULTANT shall provide complete coverage with a combined single limit of not less than \$1,000,000 bodily injury and property damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

- (4) Professional Liability: the CONSULTANT shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 csl or its equivalent, with a combined single limit of not less than \$1,000,000, protecting the CONSULTANT against claims of the CITY for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the CONSULTANT.

- (5) Other required insurance coverage: where unusual operations are necessary to complete the work, such as use of aircraft or watercraft, use of explosives, and any high-risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CITY which may, thereupon, require additional insurance coverages.

- b. All insurance other than workers compensation and professional liability that must be maintained by the CONSULTANT shall specifically include the CITY as an additional insured. All insurance minimum coverages extend to any subconsultant, and the CONSULTANT shall be responsible for all subconsultants.
- c. The CONSULTANT shall provide certificates of insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first work order under this Agreement. These certificates of insurance shall become part of this Agreement. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONSULTANT shall

relieve the CONSULTANT of the CONSULTANT's full responsibility for performance of any obligation including the CONSULTANT's indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its certificate of authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite best's rating and financial size category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the CITY, the CONSULTANT shall be deemed to be in default of this Agreement.

- d. The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the CITY by submission of a new certificate of insurance.
- e. The CONSULTANT shall provide certificate of insurance directly to the CITY's designated representative. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification required by this Agreement.
- f. Nothing in this Agreement or any action relating to this Agreement shall be construed as the CITY waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.
- g. The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONSULTANT. There are no third-party beneficiaries to this Agreement.
- h. The CONSULTANT is an independent CONSULTANT and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Agreement.
- i. All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

30. Equal Opportunity Employment / Non-Discrimination.

The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONSULTANT, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the federal government issued thereunder, and any and all

requirements of federal or State law related thereto.

31. In performing services hereunder, CONSULTANT shall comply with all federal, state and local laws and regulations. CONSULTANT shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. CONSULTANT shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for CONSULTANT to provide the type of services required hereunder.
32. CONSULTANT shall immediately notify CITY in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the CITY.
33. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.
34. Any public or private entity or official and any member of the public shall have access to any books, documents, papers, and records of the CITY and CONSULTANT which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. CONSULTANT agrees to comply with the Florida Public Records Law.

In addition to other Agreement requirements provided by law, the CONSULTANT must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service to the CITY under this agreement;
- b. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of any requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the public agency; and
- d. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

Failure of the CONSULTANT to abide by the terms of this provision shall be deemed a material breach of this Agreement and the CITY may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the Agreement.

35. **PUBLIC RECORDS COMPLIANCE.** CONSULTANT agrees that, to the extent that it may "act on behalf" of the CITY within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the public agency.
- d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the CONSULTANT or keep and maintain public records required by the public agency to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the Agreement, 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 Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- e. Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**BUNNELL CITY HALL
OFFICE OF THE CITY CLERK
604 E MOODY BLVD., UNIT 6
BUNNELL, FLORIDA 32110
(386) 437-7500**

PUBLIC RECORDS COMPLIANCE INDEMNIFICATION. CONSULTANT agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the CONSULTANT's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONSULTANT's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONSULTANT authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONSULTANT in Flagler County Circuit Court on an expedited basis to enforce the requirements of this section.

36. **COMPLIANCE/CONSISTENCY WITH SECTION 768.28, FLA. STAT.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.
37. **NON-APPROPRIATION.** The CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the CONSULTANT shall be notified as soon as is practical by memorandum from the CITY Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated notwithstanding any automatic renewal as may be provided in the Agreement. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the CITY, subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by an appropriation.
38. **E-VERIFY COMPLIANCE.** CONSULTANT affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONSULTANT is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONSULTANT requires from each of its subconsultants an affidavit stating that the subconsultant does not employ, Agreement with, or subcontract with an unauthorized alien, and that CONSULTANT is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

39. **COMPLIANCE/CONSISTENCY WITH SCRUTINIZED COMPANIES PROVISIONS OF FLORIDA STATUTES.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an agreement for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

Accordingly, CONSULTANT hereby certifies that CONSULTANT is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONSULTANT further hereby certifies that CONSULTANT is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONSULTANT understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONSULTANT to civil penalties, attorney's fees, and/or costs. CONSULTANT further understands that any agreement with CITY for goods or services of any amount may be terminated at the option of CITY if CONSULTANT (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars (\$1,000,000) or more, the Agreement may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

40. **ATTORNEYS' FEES AND COSTS.** Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

41. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

DUSTIN VOST, INFRASTRUCTURE MANAGER
PO BOX 756
BUNNELL, FL 32110

42. **EXHIBITS.** Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

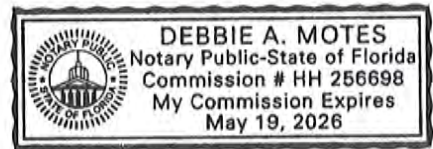
Gregory G. Bailey
Print Name: Gregory G. Bailey
Title: President

STATE OF Florida
COUNTY OF Columbia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26th day of July, 2023, by Gregory G. Bailey of NFPS, Inc., a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Debbie A. Motes
Signature of Notary Public - State of Florida

Debbie A. Motes
Printed/Typed/Stamped Name of Notary
My commission expires: 05-19-2026



CITY OF BUNNELL

Catherine D. Robinson, Mayor

Date: 08/14/2023

ATTEST:

Kristen Bates, CITY Clerk

Approved as to Legal Form

Vose Law Firm, CITY Attorney



NFPS Hourly Rate Schedule

DESIGN TEAM	RATE	SURVEY TEAM	RATE
Principal Engineer (PE)	\$300.00	Professional Surveyor (PSM/PLS)	\$150.00
Sr. Professional Engineer (PE)	\$250.00	Survey Project Manager	\$115.00
Project Engineer (PE)	\$190.00	Survey Technician	\$85.00
Jr. Project Engineer (EI)	\$175.00	3-Man Survey Crew	\$230.00
Project Manager	\$145.00	2-Man Survey Crew	\$185.00
Sr. Designer	\$95.00	1-Man Survey Crew	\$150.00
Engineering Technician	\$85.00	Maintenance of Traffic	\$275.00
Sr. CAD/GIS Technician	\$75.00		
CAD/GIS Technician	\$65.00	BUILDING SERVICES TEAM	RATE
Sr. GIS Analyst	\$125.00	Certified Building Official	\$125.00
GIS Analyst	\$90.00	Building Inspector	\$100.00
Sr. GIS Technician	\$75.00	Plans Reviewer	\$125.00
		Permitting Specialist	\$70.00
CONSTRUCTION TEAM	RATE	SUPPORT STAFF & MISC.	RATE
Sr. Prof. Construction Engineer (PE)	\$275.00	Sr. Land Use Planner	\$140.00
Project Administrator	\$125.00	Land Use Planner	\$115.00
Sr. Construction Inspector	\$95.00	Grant Administrator	\$110.00
Construction Inspector	\$85.00	Contract Support Specialist	\$95.00
Sr. Bridge Inspector	\$110.00	RCS/EEO Specialist	\$90.00
Bridge Inspector	\$95.00	Clerical	\$60.00
Material Engineer (PE)	\$190.00	Water/Wastewater Plant Operator	\$90.00
Materials Testing/Sampling Tech	\$95.00	Expert Witness	\$300.00
Field Technician	\$70.00		
Asphalt Plant Inspector	\$90.00		

7/15/2022



ELECTRONIC COPY

REQUEST FOR QUALIFICATIONS - RFQ #2023-02

PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES

CITY OF BUNNELL

BOARD OF CITY COMMISSIONERS

MAY 23, 2023

PRESENTED BY: NORTH FLORIDA PROFESSIONAL SERVICES, INC.
CONTACT: GREGORY G. BAILEY, PE, PRESIDENT
1450 SW SR 47, LAKE CITY, FL 32025
(850) 752-4675 (P) (386) 752-4674 (F)



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LETTER OF INTENT

May 23, 2023

Ms. Kristen Bates, City Clerk
City of Bunnell
201 West Moody Boulevard
Bunnell, FL 32110

RE: RFQ 2023-02 for Professional Infrastructure Engineering Services

Dear Ms. Bates and Evaluation Committee,

North Florida Professional Services, Inc. (NFPS) is pleased to submit our proposal for the Professional Infrastructure Engineering Services for the City of Bunnell's Utility and engineering needs. NFPS has carefully selected a highly experienced team of trusted employees to further advance our ability to successfully complete this challenging project. This design team will bring prompt, reliable and quality service at a reasonable cost to aid in the implementation of this project.

NFPS is a professional engineering firm, headquartered in Lake City, FL, with a proven history of serving a wide variety of public and private-sector clients. We appreciate the importance of this decision and will continue to demonstrate our capabilities, competence, and local presence, as well as our tireless commitment to get the job done to the satisfaction of the Board and City of Bunnell residents.

NFPS provides utility engineering services through contract with other municipalities such as the City of Lake City, Town of Jennings, City of Jasper and the Town of Fort White. We understand the fundamental differences in services required at the municipal level in government. NFPS offers the agility and responsiveness of a small, independent civil engineering consulting firm, with the full-scale capabilities to rival the largest national firms. We offer survey services for our in-house projects to expedite timelines and save our clients money. Our civil engineering clients benefit from our local knowledge and connections with administrators and agencies throughout the North Central Florida area.

UNDERSTANDING OF REQUESTED SERVICES

We have reviewed the Scope of Services in Section II of the RFQ and have selected a dynamic team of engineers and designers who will be dedicated to the City and all projects related to this contract. We understand the City is seeking professional engineering services for assigned tasks that are related to but not limited to the City's water resources, wastewater and water utilities' treatment, storage, water distribution, sanitary collection/pumping/transmission, stormwater systems, reclaimed water systems and public roadways planning/design/permitting requirements for engineering design services.

RESPONSIBLE OFFICE

NFPS will always be available to provide immediate response to the City's grant needs throughout the life of the contract. The proposed responsible office will be our Corporate Office



LETTER OF INTENT

located in Lake City, FL:

North Florida Professional Services, Inc.
1450 SW State Road 47, Lake City, FL 32025
(386) 752-4675 Office (386) 752-4674 Fax

NFPS understands the City's need to have engineers conveniently at hand throughout the life of the project. The staff assigned have light workloads giving them the ability to mobilize and provide a face to face response promptly to meet City needs.

If selected as your firm for this contract, we will make ourselves available when you need us, attend City Commission meetings to address our agenda items directly to the Board members and citizens and we will actively research innovative solutions that could benefit the City.

WHY NFPS?

Our size, location and commitment to quality provides the optimal platform for success in this industry. The hands-on and personal approach of North Florida Professional Services, Inc. benefits the interests of both clients and the project manager.

As a business, we are known for our accountability and responsiveness. We pride ourselves on our prompt reply to emails, phone calls and general inquiries as well as personal attendance for local government meetings concerning our projects.

Unlike some of the larger firms – all of our clients are a priority – irrespective of size. Your project is just as important to us, as it is to you.

Our clients work directly with senior staff throughout the life of the project. North Florida Professional Services, Inc. has long recognized the importance of continuous, strategic leadership during all stages of development.

As a consultant firm who has successfully maintained continuing professional engineering services for clients throughout the North Florida region, we possess the depth of experience and understanding unrivaled by other consultancies and we ensure our knowledge and experience benefits every project.

Sincerely,

A handwritten signature in blue ink that reads "Gregory G. Bailey".

Gregory G. Bailey, PE
President

Mr. Gregory G. Bailey is an authorized officer of NFPS. As President, he solely responsible for all contractual obligations pertaining to this project and is the sole entity responsible for execution on behalf of the Proposal team.



TAB A
ABILITY OF FIRM AND
ITS PROFESSIONAL
TEAM



TEAM ORGANIZATIONAL STRUCTURE



PRIME CONSULTANT / CIVIL ENGINEERING
NORTH FLORIDA PROFESSIONAL SERVICES, INC.

GREGORY G. BAILEY, PE
President
QA/QC Manager

B.S. Civil Engineering,
Georgia Institute of Technology

Service Experience: 35+ years
Firm Employment: 22 years

R. P. (PHIL) BISHOP, JR., PE
Vice President
Construction Engineering Director

B.S. Civil Engineering,
Auburn University

Service Experience: 35+ years
Firm Employment: 16 years

CIVIL ENGINEERING DESIGN

RYAN ASMUS, PE
Transportation Engineering Director

B.S. Civil Engineering
University of Florida

Service Experience: 20+ years
Firm Employment: 6 months

TORI HUMPHRIES
Site Planning Project Manager

B.S., Civil Engineering
University of Florida

Service Experience: 21 years
Firm Employment: 9 years

GUY SNEAD
CAD Designer

US Army Field Artillery Survey School
Military Leadership
Advanced NCO Academy

Service Experience: 30+ years
Firm Employment: 6 years

WATER RESOURCES

BRIAN ROCHE, PE, CPA
Sr. Water Resource Engineer

B.S. Mechanical Engineering
Georgia Institute of Technology

B.S. Accounting
University of North Florida

Master of Business Administration
University of North Florida

Master of Accountancy
University of North Florida

Service Experience: 30+ years
Firm Employment: 6 months

RICKY L. HENDRIX, PE
Water Resource Engineer

B.S. Civil Engineering
Auburn University

M.S. Environmental Engineering
Auburn University

Service Experience: 22 years
Firm Employment: 2 years

GRANT MANAGEMENT

SHANNON WILLIAMS
Grant Coordinator

B.S., Technical Education
University of West Florida

M.S., Information
Florida State University

Service Experience: 13 years
Firm Employment: 8 years

SURVEYING

JAMES SMITH
Sr. Survey Manager

Service Experience: 20 years
Firm Employment: 3 years

ALICE GEIGER
Professional
Surveyor and Mapper

Service Experience: 25 years
Firm Employment: 3 years

WE ARE HERE FOR YOU!

NFPS is licensed and qualified to perform your requested engineering services in the State of Florida. We have selected the team outlined in this proposal who will be dedicated to this contract and the City of Bunnell throughout the life of this contract. Should the need arise, we have support staff available to meet any demanding deadlines. Our team has the capacity to begin work on all of the City's projects immediately and has the staff available to make Bunnell a priority.



PROPOSED CONSULTANT TEAM

GREGORY G. BAILEY, PE, PRESIDENT, QA/QC

Mr. Bailey has over 30 years of experience in the areas of planning, transportation design, access management, site development, land development, water distribution systems, wastewater collection and treatment systems, recreational design, hydrological studies and environmental studies. He has managed hundreds of development projects, from the planning stages through completion for a wide variety of both public and private clients.

Previously, Mr. Bailey was employed with the Florida Department of Transportation (FDOT) as a Project Engineer/Manager. While at FDOT, Mr. Bailey served as District Permits Engineer for District II. His duties in this position included preparation of permits for the Environmental Protection Agency, Army Corps of Engineers, St. Johns River Water Management District, Suwannee River Water Management District, Florida Department of Environmental Regulation, Florida Department of Natural Resources and other local regulatory agencies.

BRIAN ROCHE, PE, CPA, WATER RESOURCES DIRECTOR

Mr. Roche is experienced in the areas of water supply, system planning, development, economic analysis, and rate design, capital allocation and financing, engineering design & construction, operations, and regulatory requirements. Brian has led and developed utility operating, engineering, customer service, and finance teams ranging from 15 to 500 members, with direct annual operating budgets exceeding \$100 million, capital budgets exceeding \$200 million, multiple utilities' revenue cycle operations ranging from \$500 million to \$1.5 billion annually. He has led the development and implementation of multiple \$100 million infrastructure programs centered on septic-tank phase-outs, system resiliency, asset management, and IT integration.

Brian has served across all areas of Utility Finance & Accounting with extensive experience in Financial Planning, Budgets, and Rates. He has created and presented numerous strategic, technical, operational, and economic presentations and reports for the Board, Regulators, City Administration/Council, Credit Rating Agencies, and other stakeholders, and negotiated and executed Developer Agreements, Interlocal Agreements, and other contracts.

Mr. Roche has worked for several large municipal water, wastewater, and electric utilities, including 25 years at JEA where he served in engineering & construction, finance, operations, and customer roles including Interim CFO, VP/General Manager of Water/Wastewater Systems, Director, Financial Planning Budgets & Rates, Director of Meter, Billing and Collections, System Planning Coordinator, Account Executive, and Project Engineer.

RYAN ASMUS, PE, DIRECTOR OF TRANSPORTATION DESIGN

Before joining North Florida Professional Services, Inc., Ryan Asmus worked with the Florida Department of Transportation for over 20 years. He began working for FDOT D2 in 2002 in the P.E. Training Program. He gained experience as Roadway Designer, Squad Leader, District Consultant Project Management Engineer, Suncoast MCORES Production Lead, and District Safety Administrator.

He has been the engineer of record for over 60 projects including Rural and Urban resurfacing, interstate resurfacing projects, reconstruction projects, signal projects, and several safety projects. He now utilizes these skills as Director of Transportation at North Florida Professional Services, Inc.



PROPOSED CONSULTANT TEAM

R.P. (PHIL) BISHOP, JR., PE, VICE PRESIDENT, CONSTRUCTION ENGINEERING DIRECTOR

Mr. Phil Bishop will also serve as principal-in-charge throughout the duration of this contract. Phil will also serve in an advisory capacity reviewing all plans and projects for constructability issues. He will coordinate the work efforts of the various team members, provide oversight to design staff and ensuring the project stays on schedule and within budget. Mr. Bishop has over thirty-six (36) years of experience in the areas of civil engineering, structural inspection, structural design, roadway design, residential and commercial building design, construction engineering and inspection (CEI) management, contract administration, and materials engineering. Mr. Bishop has coordinated the contract administration activities, as well as supervised as many as five inspection teams that included Inspectors and material testing consultants, for numerous roadway widening and/or resurfacing construction projects on the County and State levels.

RICKY L HENDRIX, PE, STORMWATER MANAGEMENT, PROJECT MANAGER

A Florida-licensed Professional Engineer with over 20 years of engineering study, design, permitting and construction-related experience, serving as a project manager, engineer and construction inspector for various civil and environmental projects throughout Florida. Civil project experience includes site planning, stormwater modeling analysis, design, permitting and construction coordination for various residential and commercial developments. Environmental project experience includes planning, hydraulic modeling, design, permitting and construction services for various water supply, treatment, storage and distribution facilities, and wastewater conveyance, treatment, disposal and reuse facilities. Permitting experience includes coordination with state and local regulatory agencies including FDEP, FDOT, SJRWMD, SWFWMD, etc.

TORI HUMPHRIES, SITE PLANNING PROJECT MANAGER

Tori Humphries will serve as Site Planning Project Manager for the City of Bunnell. Mrs. Humphries will function as a point of contact for the City immediately providing accessibility and continuity to ensure a cohesive outcome to ongoing projects. Mrs. Humphries is a graduate of the University of Florida in Civil Engineering and has 18 years engineering experience. She specializes in Public Infrastructure and Land Development Design and also has a strong background in stormwater management systems, permitting, site and roadway design. Mrs. Humphries' overall project management; fiscal compliance, design specifications, and client correspondence is of the highest performance level. .

SETH COHEN, SENIOR CAD DESIGNER/PROJECT MANAGER

As a Senior Designer with NFPS, Mr. Cohen executes and finalizes transportation projects per strict deadlines and within budget. This includes acquiring resources and coordinating the efforts of team members and sub-consultants to deliver projects according to plan. He also defines the project's objectives, develops plans, oversees quality control throughout the project life cycle, and calculates project estimates. He also conducts AutoCAD, MicroStation, Civil 3D, InfraWorks, Map 3D, and Bentley OpenRoads training and support.

GUY SNEAD, SENIOR CAD DESIGNER

Mr. Snead is a Senior Designer with over 30 years of experience in highway design, surveying, and Computer Aided Drafting and Design (CADD). He is an expert in the use of Microstation and DOT SS4 work space. He has worked on hundreds of District II projects including interstate resurfacing and major reconstruction. He has recently completed two



PROPOSED CONSULTANT TEAM

LAP projects in District Two and is currently completing a LAP sidewalk project in Columbia County.

SHANNON WILLIAMS, GRANTS MANAGER

Since joining NFPS in 2015, Ms. Shannon Williams has successfully applied her technical and grant writing skills to help secure several funding opportunities submitted by the Grants Department. Ms. Williams serves as Grant Coordinator for NFPS, facilitating grant services for the continuing services Counties and Municipalities under contract with the firm. Ms. Williams is responsible for researching all funding sources and grant programs available to NFPS's clients and is very successful in securing needed grants and other funding opportunities. Ms. Williams will assist the City with any grant management needs pertaining to this SFR & USDA Loan funded project.

JAMES B. SMITH, P.S.M., SURVEY DIRECTOR

Remote Pilot James has been involved in many different projects, both in the field as a Party Chief and in the office as Project Manager and in the current position as Survey Director. As a Party Chief, he has worked on FDOT road projects, performing full DTM topographic surveys according to their field standard. He has performed boundary surveys to include section breakdowns. He has performed tide studies and drainage studies surveys. He has performed Hydrographic Surveys and Drone topography surveys. As a project manager, he has supervised multiple crews in the collection of survey data, to include deed research and control identification. As a Survey Director, he has directed the day-to-day operation of a survey division, to include client relations, writing proposals, reviewing surveys and survey data, and managing projects on a macro level.

SAM GRAY, S.I.T., SURVEY PROJECT MANAGER

Sam has been involved in many different aspects of surveying including boundary, topographic, construction stakeout, machine control coordination, drone stockpile analysis, and LiDAR data acquisition/processing in both the field and drafting areas of each project. Sam has been a CAD Technician, Party Chief, and Project Manager. As a current project manager, he supervises field crews and oversees proper project quality to create the final deliverable to the client.

ALICE GEIGER, P.S.M., SURVEY TECHNICIAN

Alice has been involved in many projects as a survey CAD technician. She has worked on FDOT and county road projects, performing full DTM topographic surveys, and producing right-of-way maps for multiple counties. She has worked on boundary and topographical surveys, both large and small, for private individuals and companies, as well as government agencies. She has also produced subdivision plats, worked on specific purpose surveys, and provided support for field crews.

DAVID YOUNG, BUILDING OFFICIAL

David Young holds a current license from the State of Florida to serve as a Building Official. He will provide administration and enforcement as well as interpretation of local and state codes during all phases of construction for the County. Our Building Official shall be physically present as many times as necessary to assure that the terms of this contract are being met. He will also supervise and his staff and meet with the City's government as necessary.

**Education**

B.S. Civil Engineering, Georgia Institute of Technology

Certifications

- Professional Engineer No. 43858, FL
- Professional Engineer No. 002687, GA
- Professional Engineer No. 32942, AL

Areas of Expertise

- Drainage & Stormwater System Design
- Street & Highway Design
- Permitting
- Land Development & Design
- Utility System Design Planning
- Public Infrastructure Design

Areas of Expertise

- 35+

Professional Experience

Mr. Bailey has over 30 years of experience in the areas of planning, transportation design, access management, site development, land development, water distribution systems, wastewater collection and treatment systems, recreational design, hydrological studies and environmental studies. He has managed hundreds of development projects, from the planning stages through completion for a wide variety of both public and private clients.

Previously, Mr. Bailey was employed with the Florida Department of Transportation (FDOT) as a Project Engineer/Manager. While at FDOT, Mr. Bailey served as District Permits Engineer for District II. His duties in this position included preparation of permits for the Environmental Protection Agency, Army Corps of Engineers, St. Johns River Water Management District, Suwannee River Water Management District, Florida Department of Environmental Regulation, Florida Department of Natural Resources and other local regulatory agencies.

During the permitting process, Mr. Bailey coordinated with the various agencies to negotiate any mitigation measures required for impacts. Any measures required by the permit were then designed under his direction. These included stormwater management facilities and wetland mitigation.

Project Experience

SR-6 / I-75 UTILITIES (HAMILTON COUNTY) – NFPS performed a feasibility study, master plan, and completed the engineering design and cost estimates for Hamilton County's owned and operated 125,000 gallon-per-day (GPD) potable water supply and distribution system, as well as a 125,000 GPD modular wastewater treatment plant that can be expanded in 125,000 GPD increments, up to a 500,000 GPD capacity. The project also included a 19.17-acre effluent spray field to serve the Phase 1 Planning Area along SR-6 east and west of the I-75/SR-6 intersection (Exit 460). Mr. Bailey provided engineering services for this project as the County Engineer.

CR 136 / I-75 UTILITIES (SUWANNEE COUNTY) – Funded through the Florida Job Growth Grant Fund, this ongoing project will consist of two production wells, a masonry building consisting of three rooms (one chlorine feed, one chemical feed and one electrical), approximately 12,000 feet distribution piping, six (6) fire hydrants and all necessary piping and site work. Also included is a 500,000-gallon elevated storage tank. It is anticipated that the water quality will be such that the only treatment will be liquid chlorine for disinfection, one chemical feed such as hydrogen peroxide for H₂S removal or Aqua-gold for sequestering iron. Any further treatment will result in additional facilities

and will require an increase in scope and fee. The wells and elevated tank will be located on the 25.32-acre site at the intersection of CR 136 and CR 137.

TOWN OF SUWANNEE WATER & SEWER SYSTEM – The Town of Suwannee, an unincorporated community in Dixie County, selected NFPS to perform engineering services to upgrade their water and sewer system. NFPS provided an engineering report, design, permitting, and Construction Engineering Inspection (CEI) services for a new water distribution system to replace their existing system that served approximately 900 connections. Mr. Bailey provided engineering services and was the project manager for this project.

TOWN OF FORT WHITE WATER TREATMENT PLANT – NFPS applied for and administered the Small Cities Community Development Block Grant (CDBG) for the Town of Fort White in order to make necessary upgrades and improvements to the Town's existing water treatment facility. NFPS provided engineering design and Construction Engineering Inspection (CEI)



services in addition to the grant administration for the project that included the repair of two of the ground storage tanks used to store the Town's potable water. Mr. Bailey served as the Project Manager and provided engineering services.

LOVE'S GAS MAIN EXTENSION PROJECT, HAMILTON COUNTY & CITY OF JASPER, FL – This economic development project was a joint project between the City of Jasper and Hamilton County. The City's portion of the project involved CDBG Economic Development funded installation of more than 5 miles of 6" HPDE gas pipe, natural gas odorization system and regulator station to facilitate the Economic development project for location of Loves Truck Stop at the US HWY 129 and I-75 interchange. Mr. Bailey provided engineering for this project as County Engineer.

NFPS provided planning services, design and permitting, Construction Inspection and management services for the main extension. The County's portion involved FDOT required turn lanes on US Hwy 129 and a paved access roadway for ingress and egress to the Loves Truck Stop site. NFPS completed the OTTED grant applications and secured the \$250,000 in Rural Infrastructure Funds for the County's portion of the project.

TOWN OF JENNINGS WATER & WASTEWATER TREATMENT PLANT – NFPS was chosen by the Town of Jennings to provide engineering services for the improvement of the Town's Water Treatment & Wastewater Treatment Plant. Services provided were engineering design, permitting, and construction administration for the repairs. Mr. Bailey served as the project engineer.

SERVICE ZONE ROAD & UTILITY EXTENSIONS, CDBG GRANT- COLUMBIA COUNTY – NFPS coordinated the design of the stormwater management system, sanitary sewer extension, sanitary force main extension, sanitary sewer pump station location, 3-inch natural gas main extension and water main extension for roadway extension associated with the Columbia County economic development project for the Service Zone operation center. This project involved extensive coordination, planning, and permitting between Columbia County, City of Lake City Public Works Department, Suwannee River Water Management District, and Service Zone. The 12-inch water main extension is a part of the City of Lake City's Public Works Department's regional water main extension project to create a water main loop along the southern end of Lake City.

COLUMBIA COUNTY FAIRGROUNDS LIFT STATION AND SANITARY SEWER IMPROVEMENTS – Coordinated with Lake City Public Works Department for the design of a wastewater pump station and gravity feed system with a service area of 40 acres of commercial property. The project included working closely with Public Works evaluating the use of an in-line or off-line system. In depth hydraulic calculations were performed downstream of the pump station due to tying into a 14-inch force main discharging directly to the Lake City Wastewater Treatment Plant.

ST. JOHNS VILLAGE WWTP & EFFLUENT ABSORPTION FIELD, GULF COUNTY- Mr. Bailey managed the design of both the potable water and wastewater treatment plants for this 52-lot community and 250 seat church. NFPS provided design and permit applications to construct a new water system with tank, 4" water well to supply 21,600 GPD and chlorination system. The on-site wastewater system includes 2,000 LF of 8-inch gravity sewer with dual pump lift station to the WWTP with effluent sent to a golf course effluent absorption field and wastewater treatment plant with 0.05 MGD based on average daily flow.

WINDSONG APARTMENTS WATER & SEWER SYSTEMS- LAKE CITY, FLORIDA- Mr. Bailey supervised and provided QA/QC for the preparation of plans for the site design and development of Windsong Apartments, a 152-residential apartment complex. This involved the preparation of geometry plans to be used for the exact layout of all buildings, roads, driveways, and supporting facilities, preparation of paving and drainage plans and water and sewer designs. The sanitary sewer system was designed to utilize two existing manholes and also includes the installation of five new manholes. To provide sanitary service to the site, 830 LF of 8" sanitary sewer was constructed with four, 6" PVC laterals for each apartment (Approx. 126,000LF total). The 8" sanitary sewer line gravity flows to manholes. This project also included design and construction of a large capacity lift station to facilitate the disposal of waste from this area of the City. Permits were acquired from Suwannee River Water Management, Department of Transportation, and Department of Environmental Protection.



R.P. (PHIL) BISHOP, JR., PE



Education

B.S. Civil Engineering, Auburn University

Accomplishments

- Professional Engineer No. 38546, Florida (1987)

Areas of Expertise

- Structural Design
- Structural Inspection
- Stormwater Management
- Construction Engineering & Inspection (CEI)
- Public Infrastructure Design

Years of Experience

- 35+

Professional Experience

Mr. Bishop has over thirty-six (36) years of experience in the areas of civil engineering, structural inspection, structural design, roadway design, residential and commercial building design, construction engineering and inspection (CEI) management, contract administration, and materials engineering. Mr. Bishop has coordinated the contract administration activities, as well as supervised as many as five inspection teams that included Inspectors and material testing consultants, for numerous roadway widening and/or resurfacing construction projects in Columbia, Hamilton, and Dixie Counties.

Project Experience

Before founding North Florida Professional Services, Mr. Bishop worked for the Florida Department of Transportation (FDOT) for over fifteen (15) years. He supervised the inspection and certification of precast drainage structures, concrete pipe and pre-stressed concrete bridge components used on FDOT projects. Other duties during his six-year tenure in the District Materials Office included supervision of the materials testing laboratory, budget preparation for the Materials Office, and management of consultant contracts. He also coordinated several special research projects and investigations involving soils, and pavement. He served three (3) years as the Director of Transportation Operations, where he was responsible for all construction, maintenance, traffic ops, and material testing activities in District II.

While at FDOT, Mr. Bishop served five (5) years as a construction project engineer and later as a Resident Engineer. As a Project Engineer, Mr. Bishop supervised the construction of many projects ranging from small highway capacity improvements to multimillion-dollar bridge and building projects. His responsibilities as Project Engineer included assuring compliance with all plans, specifications and contract documents by the contractor and providing clarification and interpretation of the plans and specifications for the contractor. He and his staff of inspectors handled all inspection duties, material certifications, shop drawing reviews, progress payments and final estimates. As the Resident Construction Engineer, Mr. Bishop

supervised a staff of forty-two (42) engineers, inspectors and other support personnel. He was responsible for the construction, engineering and inspection (CEI) of FDOT projects in an eight (8) county area.

Related Experience

NOBLES FERRY BRIDGE (CR 249) ACROSS THE SUWANNEE RIVER, SUWANNEE COUNTY – Served as Assistant Project Engineer during the last year of construction of the bridge. This bridge substructure was supported by a combination of drilled shafts and conventional prestressed pile bents.

I-10 RESURFACING PROJECTS, BAKER COUNTY – Managed the resurfacing of I-10 from the Columbia County Line to the Duval County Line. These projects involved the milling of defective pavement and resurfacing to meet heavier traffic loads.

I-10 REST AREA PROJECTS, COLUMBIA AND SUWANNEE COUNTIES – Managed the reconstruction to two rest areas along I-10. This project involved the construction of new buildings, water and sewage plants, and resurfacing of the existing parking area.

I-10 BRIDGE SAFETY WIDENING – Was the Project Engineer in charge of managing the Construction Inspection and Contract Administration activities required to widen all interstate bridges on I-10 in Columbia and Suwannee Counties. This work was necessary to provide for 10' emergency shoulders on the outside of the travel lane.

CR 751 BRIDGE REPLACEMENT, HAMILTON COUNTY – Managed the construction of the Alapaha River bridge and over one mile of new roadway construction. During this project, numerous foundation problems involving subsoil conditions were encountered and resolved by Mr. Bishop and his inspectors.



R.P. (PHIL) BISHOP, JR., PE

HORSESHOE BEACH CITY STREET PAVING, DIXIE COUNTY – This project consisted of a boundary and topographic surveying of all streets located within the city limits which consisted of approximately 30,000 LF of right of ways. Horizontal and vertical control was established using GPS and the topographic features were located with both GPS and traditional surveying methods. Control surveying and right of way mapping were implemented in this project. Mr. Bishop's team also provided complete engineering design to resurface and refinish about 30 local streets. Our team was able to create plans that reclaimed base and pavement of existing roads and reused them for base material, which saved the Town money by giving them new streets with recycled materials. Construction Cost was approximately \$750,000. Mr. Bishop served as the project engineer and supervised all the inspectors and was responsible for the overall inspection of the roadway construction. Project began May 2007 and was completed August 2008.

TOWN OF SUWANNEE SEAWALL, DIXIE COUNTY – Due to consecutive storm events during the spring of 2008, the banks of Salt Creek were severely eroded in the right of way of CR 349, which is the Town's only evacuation route for the approx. 800 residents of the unincorporated town of Suwannee. In order to keep Salt Creek from undermining the road, NFPS was asked by Dixie County to research funding sources to correct the erosion problems. NFPS initiated the grant process with USDA NRCS by facilitating an on-site meeting to show the NRCS Staff the severity of the problem. Subsequently, NRCS awarded the County \$1.1 Million in funding to construct a seawall with concrete cap to correct the erosion problems and provided for minor repairs to the roadway. NFPS provided design, permitting, construction inspection, and grant services for this project. The project was funded through USDA NRCS Emergency Watershed Protection (EWP) Program. Because of the 210-day deadline imposed by NRCS, NFPS worked very quickly to successfully complete the project. Mr. Bishop served as the project engineer and supervised all the inspectors and was responsible for the overall inspection of the roadway construction. Project began August 2008 and was completed May 2009.

DIXIE COUNTY ENGINEER OF RECORD – Principal in Charge and CEI manager for engineering projects for Dixie County from April 2007 to October 2014. Projects include: 14 road design projects totaled approximately \$16.6 Million, Seawall Reconstruction Project, Emergency Operations Center, Senior Center and consulting as needed. Mr. Bishop also helped the County acquire \$1.2 Million in additional funding on some of these projects. The roadway projects Mr. Bishop was the responsible CEI Engineer are as follows:

CR 353 SCRAP RESURFACING FROM CR351N TO CR 349N – Construction Cost was \$1,407,586. Services rendered included: Roadway Design, Drainage Design, Bid Preparation & Negotiation, Construction Contract Administration, Signing and Marking of Roadway, CEI Services, As-Built Certification, and Grant Contract Closeout. Mr. Bishop served as the project engineer and supervised all the inspectors and was responsible for the overall inspection of the roadway construction. Project began April 2007 and was completed August 2007.

CR 358 LOOP ROAD SCRAP RESURFACING FROM US 19N AT LYDIA BAPTIST CHURCH TO US 19N AT JENA ROAD – Due to the condition and age of the surface treatment DOT road, it was necessary to do a mix in place of the existing base and roadway in order to have a cohesive, uniform base to lay new asphalt. This caused the project to need additional funds and NFPS was successful in acquiring additional funds of \$267,596 for the project and a second supplemental agreement of \$24,413 for replacing 3 648" pipes for a drainage way. Total Construction Cost was \$1,628,140. Mr. Bishop served as the project engineer and supervised all the inspectors and was responsible for the overall inspection of the roadway construction. Project began April 2007 and was completed December 2007.

GORNTO SPRINGS ROAD SCRAP RESURFACING FROM SR 349 TO END OF PAVEMENT – Construction cost was \$380,160. Services rendered include: Roadway Design, Drainage Design, Bid Preparation & Negotiation, Construction Contract Administration, Signing and Marking of Roadway, CEI Services, As-Built Certification, and Grant Contract Closeout. Mr. Bishop served as the project engineer and supervised all the inspectors and was responsible for the overall inspection of the roadway construction. Project began October 2007 and was completed May 2008.

CR 358 (JENA ROAD) SCOP WIDENING AND RESURFACING FROM US 19 TO END OF PAVEMENT – This project included two box culverts within the first two miles of the road that needed to be widened to keep a uniform road and eliminate need for additional guardrail. NFPS was able to help secure a supplemental agreement to pay for the additional costs of widening the box culverts which totaled \$668,237. Total Construction Cost was \$2.37 Million. Services rendered included: Roadway & Drainage Design, Bid Preparation & Negotiation, Construction Contract Administration, Signing and Marking of Roadway, CEI Services, As-Built Certification, and Grant Contract Closeout. Mr. Bishop served as the project engineer and supervised all the inspectors and was responsible for the overall inspection of the roadway construction. Project began April 2007 and was completed February 2008.



Brian Roche, PE, CPA

Director of Water Resources



Education

B.S. Mechanical Engineering
Georgia Institute of Technology

Master of Business Administration
University of North Florida

B.S. Accounting
University of Florida

Master of Accountancy
University of North Florida

Licenses/Registrations

Professional Engineer #49315 FL
CPA # AC36716, FL

Areas of Expertise

Water Supply
System Planning
Development
Economic Analysis & Rate Design
Capital Allocation and Financing
Engineering Design & Construction
Drainage & Stormwater System
Project Management
Public Involvement

Years of Experience - 30+

Professional Experience

Mr. Roche is experienced in the areas of water supply, system planning, development, economic analysis, and rate design, capital allocation and financing, engineering design & construction, operations, and regulatory requirements. Brian has led and developed utility operating, engineering, customer service, and finance teams ranging from 15 to 500 members, with direct annual operating budgets exceeding \$100 million, capital budgets exceeding \$200 million, multiple utilities' revenue cycle operations ranging from \$500 million to \$1.5 billion annually. He has led the development and implementation of multiple \$100 million infrastructure programs centered on septic-tank phase-outs, system resiliency, asset management, and IT integration.

Brian has served across all areas of Utility Finance & Accounting with extensive experience in Financial Planning, Budgets, and Rates. He has created and presented numerous strategic, technical, operational, and economic presentations and reports for the Board, Regulators, City Administration/Council, Credit Rating Agencies, and other stakeholders, and negotiated and executed Developer Agreements, Interlocal Agreements, and other contracts.

Mr. Roche has worked for several large municipal water, wastewater, and electric utilities, including 25 years at JEA where he served in engineering & construction, finance, operations, and customer roles including Interim CFO, VP/General Manager of Water/Wastewater Systems, Director, Financial Planning Budgets & Rates, Director of Meter, Billing and Collections, System Planning Coordinator, Account Executive, and Project Engineer.

Related Experience

JEA: Interim Chief Financial Officer

Executive lead for 120 MGD Water and Wastewater System Planning, 3000 MW capacity Electric System Planning; Financial Planning, Rates/Pricing, Accounting, Budget, Treasury, and Risk Management functions of the \$1.7 Billion annual revenue utility; Developed and presented ~20 Board items during an organizational transition period including O&M and Capital Budgets, Monthly Financial and Operations Reports with annual forecasts, capacity fee analysis, rates/pricing, Five-year Financial Plan, audited Financial Statements, variable debt assessment; and developed Credit Rating Agency presentation; Led the development of 5 and 10-year financial plans, incorporating unit sales, revenues, expenses including fuel, O&M, PPA's, debt service, capital funding, and financial metrics; Engage team in implementing operating expense

and debt management strategies, and capital allocation processes for a \$2.5 Billion five-year Capital Improvement Program; Led the development of an executive summary and presentation of 20-year Integrated Water Resource Plan (IWRP) including demand forecasts, alternative water supply, conservation initiatives, expanded reclaimed, and an indirect potable reuse pilot facility.

OUC: Director Customer Billing

Led Revenue Cycle team and operations integrating rates, automated meter data, collections processes, and customer programs with G/L accounting and IT systems.

JEA: VP/General Manager Water/Wastewater Systems

Responsible for the \$2.8 billion of fixed asset utility system with \$1.4 billion of debt and AAA rating by S&P, comprised of 37 water treatment facilities, 8000 miles of pipelines, 1400 wastewater pump stations, and 11 wastewater plants, and 4 chilled



water plants; Led Water/Wastewater System consisting of \$500 million of operating revenues, and 500 staff serving 345,000 water, 265,000 wastewater and 10,000 reclaimed customers; Implemented capital allocation and project management processes including establishing structured project definitions, RFP's, bid evaluation criteria, and project delivery milestones to grow the annual capital expansion and R&R plan from \$75 to \$200 million; Initiated large infrastructure programs including a 20-year plant equipment asset management plan, large pump stations rehabs, two \$100 million piping system condition assessment programs, septic tank phase-outs, and centralized biosolids facility rebuild; Led the implementation of emergency response plans during both Hurricane Matthew and Irma, and developed an industry-leading \$100 million extreme weather resiliency plan; Oversaw the \$100 million annual O&M expenses budget including the procurement of \$40 million per year of O&M materials, supplies, industrial and professional services; Created and presented strategic, technical, operational, and economic presentations and reports for the Board, Regulators, City Administration / Council, and other stakeholders; negotiate and execute Developer Agreements, Interlocal Agreements, and other contracts; Designed organizational structure, develop O&M workforce programs, and succession plans, mentored staff, provide technical, customer, financial, and procurement guidance, and review.

JEA: Financial Planning & Analysis / Budgets / Rates

Prepared the \$2 billion combined O&M and Capital annual budget, and monthly forecasts for the top 10 largest municipal electric and top 30 water/sewer utility systems in the country; Produced a 2010 Board approved, four-year phased-in \$150 million water/sewer pricing structure adjustment, and a \$200 million electric cost of service rate adjustment in 2007 that provided the foundation to pay down \$1 billion of debt over the next five fiscal years; Led JEA's financial modeling and planning, developing five-year financial projections of revenues, expenses, debt service, capital needs, cash flow, and financial metrics; Led the development of the February 2021, presented components of the 2011 to 2016, and coordinated the development of the 2012 Credit Rating Agency presentations; Developed financial planning analyses and evaluations for the buy-out of contracted water utility services, PPA's, and negotiated an 80MW ten-year wholesale power supply contract.

JEA: Director, Meter, Billing & Collections

Revenue Cycle: Led 8 Managers to improve productivity over 5 years with a reduction of staff from 280 to 220 FTE's (21% reduction) while increasing customers 25% to 700,000; **Billing/Receivables:** Responsible for the monthly production of 400,000 customer bills, \$100 million revenue reporting, and upstream internal controls in the metering and billing processes, improving current A/R from 62% to 81% and Write-Offs from 0.72% to 0.45%; **IT Integration:** Replacement of 400,000 customer legacy billing system connected to over 30 interfaces; \$100 million, 700,000 endpoint AMI system; and utility acquisitions

Engineering / Construction / Regulatory / (pre-2001)

- **Water:** Designed pumps, valves & piping for an 11 MGD Reverse Osmosis (RO) treatment plant in Chesapeake VA, process mechanical design for clarifiers, sodium hypochlorite and other chemical systems for a 33 MGD surface water treatment facility in Portsmouth VA
- **Wastewater:** Performed design calculations for JEA pump stations, produced sewer grid Master Plan, lead mechanical engineer on a City of Houston 29 MGD wet weather facility
- **Regulatory:** Led the development of JEA's Industrial Pretreatment Regulations, and the mechanical design for a \$12M groundwater remediation and injection well system
- **Electric Generation:** Developed designs and managed generating station projects
- **Petrochemical / Refinery:** Led the design of mechanical systems including 100 MMBtu fire damaged heat exchanger, fuel oil piping, and 2000 gpm NFPA 15 fire protection deluge systems at the then nation's largest oil refinery in Texas City, TX



Professional Experience

Before joining North Florida Professional Services, Inc., Ryan Asmus worked with the Florida Department of Transportation for over 20 years. He began working for FDOT D2 in 2002 in the P.E. Training Program. He gained experience as Roadway Designer, Squad Leader, District Consultant Project Management Engineer, Suncoast MCORES Production Lead, and District Safety Administrator.

He has been the engineer of record for over 60 projects including Rural and Urban resurfacing, interstate resurfacing projects, reconstruction projects, signal projects, and several safety projects. He now utilizes these skills as Director of Transportation at North Florida Professional Services, Inc.

Education

B.S. Civil Engineering
University of Florida

Licenses/Registrations

Professional License No. 66626 FL

Areas of Expertise

Street and Highway Design
Drainage & Stormwater System
Project Management
Maintenance of Traffic
Public Involvement

Years of Experience - 20+

Related Experience

209301-3-52-01 I-295 Design Build from 9B to JTB, 2017-2023

Role: Design PM Ryan served as the Department's design project manager for the reconstruction of I-295 that included the addition of managed lanes on 9B to north of JTB. In this role, he supported the production of the realignment of several sections of I-295 and was responsible for the QA/QC for the design-build submittals. After all the design and coordination were completed, Ryan was responsible for releasing the project plans for construction, through the RFC process. This project included Category 2 bridge construction with post-tensioning strains, sound wall construction, level 2 maintenance of traffic plans, and phasing and tolling facility construction.

434512-1-52-01 SR 55 (US 19) New Signal at Walmart, 2014-2015

Role: PM and EOR Ryan served as the engineer of record for the project which included developing the signal plans and signal timing phases for vehicles and for pedestrians. This project included coordination with structures, Geotech, and utilities. Ryan handled Coordination with utilities which required the exploratory hole investigation method to determine the least impactful location of the mast arm foundation and for the coordination of any utility relocations. Ryan managed all of the project issues during the development of the plans and during the construction of the project.

432018-1-52-01 SR 121 from LaCrosse to Union County Line signing and pavement marking plans, 2014-2015

Role: PM and EOR Ryan served as the engineer of record for the project which included collecting the sign inventory, evaluating the current standard for new signage to be placed, and developing the special details for the signs using the guide sign program. Ryan also conducted a no-pass zone study to develop the details for the pavement marking on the project.

207818-2-52-01 Major reconstruction of SR 20 from Alachua C/L to Putnam C/L, 2008-2015

Role: Designer, PM and EOR Ryan served as the project designer, project manager, and Engineer of Record for the reconstruction of SR 20 in Alachua County. This section of SR 20 was a rural two-lane highway that was reconstructed into a four-lane urban high-speed facility with curb and gutter and a closed drainage system. Ryan designed the roadway geometry including the vertical profile and the horizontal alignment and curves. He designed and developed the retention ponds for the drainage system, along with providing the details for the stormwater system. This project included the construction of two parallel 180' bridges that Ryan coordinated the profile connections and supporting embankments and slopes. Ryan developed all of the maintenance of traffic phasing for the project to safely shift the traffic and ensure that there were adequate safe working areas for construction. Ryan coordinated with right-of-way, geotech, permits, utilities, and the local public to ensure that the project issues were identified and resolved. Ryan managed all of the project issues during construction working with the contractor and the CEI.

430549-1-52-01 RRR of SR 20 from Tom Moore Rd. to US 19, 2013-2014

Role: PM and EOR Ryan served as the Project Engineer and was responsible for the roadway design, project coordination with Utilities, Geotech, Specs, and Estimates, and during construction. Ryan served as the Engineer of Record and also performed all of the QA/QC for the project.



210865-4-52-01 Realignment of SR 20 for Bridge replacement over Fenholloway River, 2012-2013

Role: PM and EOR Ryan served as the project designer, project manager, and Engineer of Record for the reconstruction of the bridge over the Fenholloway River. This project included the realignment of SR 20 to provide a diversion to connect with an across bridge for a temporary condition to replace the Fenholloway River bridge. Ryan designed the horizontal and vertical alignments to connect with the new structure along with the complete plan set for the construction of the project. Ryan coordinated with geotech, permits, structures, and utilities to resolve the project design issues.

406168-3-52-01 CR 250A from I-10 to CR 250 signing and pavement marking plans, 2012-2013

Role: PM and EOR Ryan served as the engineer of record on the project which included collecting the sign inventory, evaluating the current standard for new signage to be placed and developing the special details for the signs using the guide sign program. Ryan also conducted a no-pass zone study to develop the details for the pavement marking on the project.

431109-1-52-01 I-75 Pavement Failure correction project, 2011-2012

Role: PM and EOR Ryan served as the Engineer of Record for the I-75 pavement failure project that was located in Columbia County. Several sections of I-75 had experienced base-up cracking that was causing the asphalt to delaminate and break out in sections. This created safety concerns and rideability issues. The sections of I-75 had to be milled through the base layer and reconstructed with an asphalt base layer to ensure that the roadway structural strength needed was provided. This effort required significant traffic lane shifts and diversions to provide maintenance of traffic while the sections of I-75 were being rebuilt. Ryan managed the project issues during the development of the plans and during the construction of the project.

210538-2-52-01 RRR of US 90(SR 10) from CR 360A to end of 4 lane section, 2010-2011

Role: PM and EOR Ryan served as the Project Engineer and was responsible for the roadway design, project coordination with Utilities, Geotech, Specs, and Estimates, and during construction. Ryan served as the Engineer of Record and he performed all of the QA/QC for the project.

424483-1-52-01 RRR of US 19 (SR 55) from SR 349 to Gilchrist County, 2010-2011

Role: PM and EOR Ryan served as the Project Engineer and was responsible for the roadway design, project coordination with Utilities, Geotech, Specs, and Estimates, and during construction. Ryan served as the Engineer of Record and performed all of the QA/QC for the project.

424728-1-52-01 SR 312 at Whetstone Dr., 2010-2011

Role: PM and EOR Ryan served as the engineer of record for the project which included developing the signal plans and signal timing phases for vehicles and for pedestrians. This project included coordination with structures, Geotech, and utilities. Coordination with utilities required the exploratory hole investigation method to determine the least impactful location of the mast arm foundation and for the coordination of any utility relocations. Ryan managed all of the project issues during the development of the plans and during the construction of the project.

210530-2-52-01 RRR of SR 145 Livingston St. to MP 13.0, 2009-2010

Role: PM and EOR Ryan served as the Project Engineer and was responsible for the roadway design, project coordination with Utilities, Geotech, Specs, and Estimates, and during construction. Ryan served as the Engineer of Record and also performed all of the QA/QC for the project.

212943-4-52-01 I-75 Rest stop at Payne's Prairie modifications, 2008-2009

Role: PM and EOR Ryan served as the engineer of record for the Payne's Prairie rest stop modification. There was a safety problem at the entrance ramp, in which vehicles were failing to slow down, losing control, and crashing into the retention pond. The ramp for the entrance was rebuilt to provide additional deceleration length and the horizontal geometry of the curve at the entrance was modified to make the radii larger. This project also included a level 2 maintenance of traffic plan, geotechnical investigations, lighting relocation, and guardrail construction. Ryan managed the project issues during the development of the plans and during the construction of the project.



Rickey L. Hendrix, PE

Water Resource Engineer



Education

B.S. Civil Engineering
Auburn University

M.S. Environmental Engineering
Auburn University

Licenses/Registrations

Professional License No. 45239 FL

Areas of Expertise

Project Management
General Civil Engineering
Project Management
Stormwater Management
Groundwater Assessment &
Remediation
Surface Water Quality
Environmental Site Assessments
FDOT PD&E Manual

Years of Experience - 20+

Professional Experience

A Florida-licensed Professional Engineer with over 20 years of engineering study, design, permitting, and construction-related experience, serving as a project manager, engineer, and construction inspector for various civil and environmental projects throughout Florida.

Civil project experience includes site planning, stormwater modeling analysis, design, permitting, and construction coordination for various residential and commercial developments. Environmental project experience includes planning, hydraulic modeling, design, permitting, and construction services for various water supply, treatment, storage, and distribution facilities, and wastewater conveyance, treatment, disposal, and reuse facilities. Permitting experience includes coordination with state and local regulatory agencies including FDEP, FDOT, SJRWMD, SWFWMD, etc.

Related Experience

July 2019 – March 2021 Gainesville Regional Utilities, Gainesville, FL – Project manager and engineer for the linear infrastructure group of the City of Gainesville utility department. Duties included coordinating capital improvement utility projects designed by outside engineering consultants and/or implemented by outside construction contractors, as well as design, permitting, and construction coordination for in-house new capital projects and utility relocation projects to accommodate County and FDOT roadway improvements. Other duties included planning and coordination with maintenance crews for routine gravity sewer smoke testing and maintenance, as well as coordination with the City utility planning, purchasing, materials reservation, utility construction, and dispatch departments.

May 2017 – July 2019 Constantine Engineering, Inc, St Augustine, FL – Project manager, and engineer for a civil engineering consulting firm. Management duties included the preparation of proposals, scopes of work,

budgets, contracts, and task orders for both clients and sub-consultants, as well as design team coordination. Engineering duties included utility planning study reports, site and utility design, permitting, and construction-phase services for public water and wastewater improvement projects, including water distribution system and wastewater collection system and pumping improvements, as well as public parking site design.

January 2014 – April 2017 Pigeon-Roberts & Associates, Inc, Ocala, FL – Project manager, and engineer for civil engineering consulting firm. Management duties included the preparation of proposals, scopes of work, budgets, contracts, and task orders for both clients and sub-consultants, as well as design team coordination. Engineering duties included improvement planning and design. permitting and construction inspection services for private and public site development, stormwater remediation, and wastewater utility projects including site drainage, road and utility improvements, wastewater pump stations, and WWTP headworks modifications.

August 2003 – May 2005 Ginn Engineering, Inc, Ocala, FL – Independently contracted part-time as a project engineer for a civil engineering consulting firm. Duties included planning, design, and permitting services for public and private site improvement projects, including drainage modeling and site layout.



Rickey L. Hendrix, PE

Water Resource Engineer

April 2001 – June 2001 Harn R/O Systems, Inc, Venice, FL – Independently contracted as an assistant engineer for reverse osmosis (R/O) water system contractor. Duties included design, equipment specifications, bid preparation, and shop drawing coordination for public and private water utility projects.

August 1998 – March 2001 John P. Daniels Engineering, Inc, Ocala, FL – Project engineer for a civil engineering consulting firm. Duties included improvement planning, design, and permitting services for private site development projects including site drainage, road, and utility layouts.

February 1996 – January 1997 Hartman & Associates, Inc, Fort Myers, FL – Project engineer for a civil engineering consulting firm. Duties included planning, design, and permitting services for public and private utility projects, with a specialization in water and wastewater facilities.

October 1987 – January 1996 Boyle Engineering, Inc, Orlando, FL & Fort Myers, FL – Project engineer for a civil engineering consulting firm. Duties included planning, design, permitting, and on-site construction-phase services for public and private utility projects, with specialization in water, wastewater, and reuse facilities.



Education

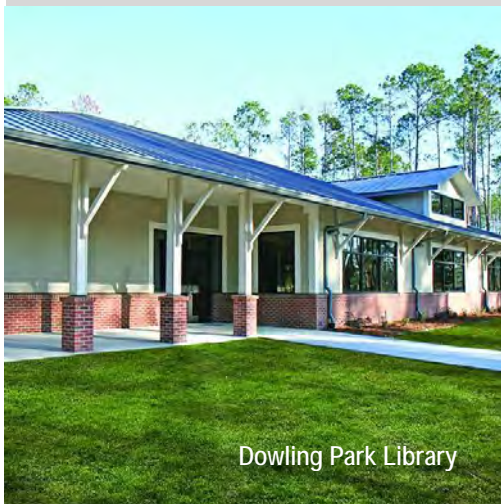
B.S. Civil Engineering,
University of Florida

Areas of Expertise

- Project Management
- Planning & Zoning
- Site Planning & Design
- Stormwater Systems Management
- Building Construction Management
- Roadway Design
- AutoCAD
- Microstation

Years of Experience

- 15+



Dowling Park Library

Professional Experience

Mrs. Humphries specializes in the design of stormwater management systems, site and roadway design. Her experience includes site development as well as preparation of roadway plans and both state and local permitting requirements for all types of project developments.

Mrs. Humphries has worked on various projects for both governmental agencies and private industries for over fifteen years. These project types incorporated the design of stormwater management systems, roadway design and site design.

Mrs. Humphries software experience includes, but is not limited to, Microsoft Office programs, MASTERSPEC, Geopak, Microstation V8, AutoCAD, Storm CAD, Water CAD, Ponds 3.2 and other various computer programming software.

Related Experience

DOWLING PARK LIBRARY, SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS – Mrs. Humphries directed the site planning and project management of the Jo Kennon Dowling Park Public Library and Advent Christian Village Archive Room located in Dowling Park, Florida. The Advent Christian Village was Florida's first retirement center and one of the most progressive retirement villages in the state. Located just outside of Live Oak, this project included the preparation of plans to construct a new library branch to include an approximately 5,000 SF building as well as an additional 1,500 SF Archive Room. The library will provide a spacious stack area for volumes of books, conference rooms, reading rooms for the patrons as well as offices and a work room. The Shirley J. Brooks Archive Wing was built as part of the library and will house over 100 years of Advent Christian Village history. NFPS provided the architectural drawings, building plans including electrical, plumbing, and HVAC plans, structural engineering, site plan engineering design, permitting, bidding and construction engineering inspection (CEI) services necessary to complete the project. NFPS also provided schematic design documents through construction documents for permitting, bidding and construction of the Dowling Park Library project.

STATE ATTORNEY'S OFFICE, THIRD JUDICIAL CIRCUIT OF FLORIDA, SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS – Mrs. Humphries served as project manager for the design and construction of a new office for the Third District State Attorney's Office in Live Oak. This project is located near Historic Downtown Live Oak on Pine Avenue. Services provided include conceptual plan development, geotechnical testing, foundation design, stormwater design, site plan design, permitting, and bid administration. Ms. Humphries worked closely with key personnel on County, City and State levels to successfully manage this project on time and within budget.

TACO BELL LAKE CITY, MOMEX FOODS, INC. – Mrs. Humphries, project manager for the new Taco Bell development in downtown Lake City, FL provided conceptual and site plan development as well as permitting to Momex Foods, Inc. for the construction of this project. This restaurant, near Historic Downtown Lake City, was built with Taco Bell's new design concept built to reflect the vibrant communities in which they operate. The design was also produced to reduce the environmental footprint by featuring LED lights, energy-efficient heating and cooling equipment and reclaimed wood.

TARGET DISTRIBUTION CENTER STORMWATER MANAGEMENT, COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS – Target built their first company-owned and third party operated perishable food distribution center in Lake



City, FL on US 441. This 76-acre parcel site was developed to deployed a technology called the CaddyPick system which is a semi-automated monorail picking system that transports store-specific monorail-suspended trolleys through aisles for order fulfillment. Mrs. Humphries provided design for the storm water system which consisted of various inlets, underground piping, grassed swales, and a 15-acre wet-detention pond located east of the proposed development.

LYONS COMMERCIAL SITE, RIMROCK DEVELOPMENT, LAKE CITY, FL – Mrs. Humphries served as project manager for the design of the Lyons Commercial Site located on Hwy 90 in Lake City which now features a new Tropical Smoothie Café and Planet Fitness Gym. Mrs. Humphries provided a conceptual commercial site layout compliant with current City of Lake City Land Development Regulations for the proposed commercial site development to-scale including approximately 20,000 SF of building pads. Our firm also provided utility and driveway connection plans and permitting applications with City of Lake City, Suwannee River Water Management District and the Florida Department of Transportation for this commercial development that consists of a multi-unit shopping center.

SUWANNEE COUNTY JUDICIAL ANNEX, SRWMD, CITY OF LIVE OAK – Mrs. Humphries served as project manager for the construction of the Suwannee County Judicial Annex located on Parshley Street in Live Oak, FL. This project consisted of a 5,500 SF metal building to serve as a meeting room for the Commission, a county courtroom and a record storage facility, a parking lot, and stormwater facility. The scope of the project included developing the plans and specifications for bid, permitting, construction administration, construction inspections and value engineering.

WESTWOOD BAPTIST FAMILY LIFE CENTER, GAMBLE CONSTRUCTION INC. – Mrs. Humphries served as the project manager for the design of this project located on CR 136 in Suwannee County. The Westwood Baptist Family Life Center is a 25,200 SF multi-story metal building. The scope includes design of the foundation super structure for the pre-fab steel structure, structural calculations, provide engineering support to the contractor during construction and working with the threshold inspector on all structural and building concerns.

PERIMETER ROAD, SUWANNEE COUNTY BOARD OF COUNTY COMMISSIONERS – Mrs. Humphries served as project manager for the design and construction of the joint Suwannee County/City of Live Oak Perimeter Bypass Road Project. This new road construction will provide a bypass around Live Oak from U.S. 129 north near Lowe's to U.S. 90 east near the industrial park. Tori managed and coordinated the efforts of multiple vested entities for this project including FDOT, Suwannee River Water Management, Suwannee County, City of Live Oak, Suwannee County Development Authority, contractors and land owners along the route as well as private sector partners. The project involved the design, bidding and contract negotiation and management, and construction engineering inspection.

ENGINEERING SERVICES FOR THE PUTNAM CORRECTIONAL INSTITUTE, PALATKA, FL – Mr. Bailey served as Principal-In-Charge for NFPS providing professional engineering services for the Putnam Correctional Institute in Palatka, FL. The project scope included preparing a structural plan depicting the existing truss conditions and required renovations for the Food Service Building. Services performed under Frank Smith, Region II Maintenance and Construction, Florida Department of Corrections, 7819 NW 228th Street, Raiford, FL 32026

ENGINEERING SERVICES FOR THE FDC REGION II WAREHOUSE, STARKE, FL – Mr. Bailey served as Principal-In-Charge for NFPS providing professional engineering services for the FDC Region II Warehouse located in Starke, FL. The project scope included preparing architectural plans depicting existing renovations and proposed construction needed to comply with the Florida Building Code and Life Safety Plan based on field measurements, and building construction plans. Services performed under Frank Smith, Region II Maintenance and Construction, Florida Department of Corrections, 7819 NW 228th Street, Raiford, FL 32026

STRUCTURAL ENGINEERING, COMMERCIAL STAIRCASE, WAREHOUSE FACILITY, RAIFORD, FL – Mr. Bailey served as Principal-In-Charge for NFPS providing professional engineering services for the structural staircase design for a commercial staircase in on behalf of the Florida Department of Corrections. The project scope included preparing a conceptual plan based on field measurements, and building construction plans. Services performed under Julie Tilton, GOC II, Region II Maintenance and Construction, Florida Department of Corrections, 7819 NW 228th Street, Raiford, FL 32026



Education

A.S. Electronics Technology, Johnson & Wales University

Areas of Expertise

- CAD & Engineering Software Trainer
- AutoCAD
- MicroStation
- Microsoft Software
- Roadway Design
- Utility Design
- Permitting

Years of Experience

- 20+

Professional Experience

As a senior designer with NFPS, Mr. Cohen executes and finalizes transportation projects per strict deadlines and within budget. This includes acquiring resources and coordinating the efforts of team members and sub-consultants to deliver projects according to plan. He also defines the project's objectives, develops plans, oversees quality control throughout the project life cycle, and calculates project estimates. He also conducts AutoCAD, MicroStation, Civil 3D, Map 3D, and Bentley OpenRoads training and support.

Related Experience

TOWN OF JENNINGS, FL WWTP DESIGN – NFPS was selected by the Town of Jennings to provide engineering services for the improvement of the Town's Wastewater and Water Treatment Plant. Services provided for this CDBG Funded improvement project included design, permitting and administration services for the following improvements:

Wastewater Treatment Plant – Facility Generator and Auto Transfer Switch, Automatic Spray Field Controller and Valves, 6' Field Fence with Barbed Wire, Pipe and Wire Locator and Water Jet Pump

Water Treatment Plant – Aerated Above Ground Storage Tank, Automatic Transfer Switch, Pump House Lighting AND 1,000 gpm Fire Pump

LOVE'S BYPASS ROAD AND US 129 MODIFICATIONS, FDOT FUNDED, HAMILTON COUNTY, FLORIDA – Mr. Cohen served as the senior designer on this FDOT funded project, which consists of the construction of a new bypass road and lane modifications to US Hwy 129 located in Hamilton County, Florida. Services provided for this project were design, permitting, and bidding & negotiation.

SW 10th STREET ROADWAY CONSTRUCTION, FDOT SCOP FUNDED, GILCHRIST COUNTY, FLORIDA – Mr. Cohen served as the senior designer on this FDOT Small County Outreach Program funded project, which consisted of the reconstruction and resurfacing of SW 10th Street located in Gilchrist County, Florida. Services included in this roadway construction project included design, permitting, construction plans drafting, and post-design services.

COUNTY ROAD 341 WIDENING AND RESURFACING, FDOT SCOP FUNDED, GILCHRIST COUNTY, FLORIDA – Mr. Cohen served as the senior designer on this FDOT Small County Outreach Program funded project, which consisted of the widening and resurfacing of County Road 341 located in Gilchrist County, Florida. Services included in this roadway construction project included design, permitting, construction plans drafting, and post-design services.

COLUMBIA COUNTY SHERIFF'S COMPLEX DRAINAGE PLANNING, COLUMBIA COUNTY, FLORIDA – Mr. Cohen served as the senior designer on this project that consisted of completion of a stormwater master plan, permitting, and wetland impact review for the Columbia County Sheriff's Office Complex located in Lake City, FL. Services provided were design, permitting, and plans review.

SW 55TH DRIVE ROAD RECONSTRUCTION, FDOT CIGP FUNDED, HAMILTON COUNTY, FL – Mr. Cohen served as the senior designer on this FDOT funded project, which consists of the re-alignment of the road and lane modifications to US Hwy 129 located in Hamilton County, Florida. This project alleviated congestion of the new Hamilton County School Complex. Services included in this roadway construction project included design, permitting, construction plans drafting, and post-design services.

PEACOCK LAKE - DITCH RECONSTRUCTION – SUWANNEE COUNTY, FL Mr. Cohen served as the senior designer on this county funded project, which consisted of the re-alignment of an existing deficient ditch. This project is located in Suwannee County, Florida. This project solved the deficient flow for an existing ditch. Services provided for this project were design, permitting, construction plans drafting, and plans review.



Professional Experience

Mr. Snead is a Senior Designer with over 30 years of experience in highway design, surveying, and Computer Aided Drafting and Design (CADD). He is an expert in the use of Microstation and DOT SS4 work space. He has worked on hundreds of District II projects including interstate resurfacing and major reconstruction.

Related Experience

FDOT DISTRICT II – SR 9A FROM MONUMENT RD. TO ST. JOHNS BLUFF RD – Mr. Snead served as Roadway Designer for the interstate plans of 9A in Duval County. Preparing plans for contract letting in accordance with the FDOT plans Preparation Manual. Specialized in the Temporary Traffic Control for the bridge work and interchanges across Lee Rd. and Atlantic Blvd.

CR 152 FROM MADISON COUNTY LINE TO US 41 LAP PROJECT IN HAMILTON COUNTY – This project included the design of safety improvements along CR152, including the addition of a 4' paved shoulder and new signs and pavement markings in Hamilton County. Mr. Snead designed approximately 13.4 miles of shoulder widening with some drainage improvements and finalized plans and provided cost estimate with quantities.

CR 209 FROM HENLEY ROAD TO CR 315B AT CR 739B (STANDRIGE RD.) INTERSECTION LAP PROJECT IN CLAY COUNTY – Mr. Snead provided design for shoulders on 2 curves, a left turn lane at Sandridge Rd and 6.4 mi of traffic striping. The shoulder widening at the first curve in the project required extensive guardrail reworking. Mr. Snead designed the turn lane as a centered widening turn lane. The area for the turn lane required a lot of drainage improvements. Working on finalizing plans and cost estimate.

SW WILSON SPRING RD FROM SW PLYMOUTH AVE TO SW CULLEN AVE LAP PROJECT IN COLUMBIA COUNTY – Mr. Snead designed the 0.5-mile sidewalk along west side of roadway with high visibility crosswalks and public sidewalk ramps. Provided quantities and cost estimate.

FDOT DISTRICT II – US 90/SR 10 IN COLUMBIA COUNTY FROM LAKE CITY AVE. TO BROWN RD. (1 MILE.) CONVERT 2 LANE RURAL TO 4

Education

US Army Field Artillery Survey School
Military Leadership Advanced NCO
Academy

Areas of Expertise

- Roadway Design
- Plans Preparation
- Project Horizontal and Vertical Layout
- Temporary Traffic Control
- Signing and Pavement Marking Design
- Pond Site Design
- Contract estimates

Certifications

- Advanced MicroStation
- Advanced MOT
- Rigid and Flexible Pavement Design
- Highway Capacity Manual

Years of Experience

- 30+

LANE URBAN CURB AND GUTTER – Mr. Snead Served as senior designer for the reconstruction of SR 10. Worked with the drainage department to design over 100 drainage structures with 1 10-acre pond location. Prepared plans for contract letting in accordance with FDOT Plans Preparation Manual. Assisted the ROW department with detailed plans for ROW procurement. Designed the Temporary Traffic Control. Estimated quantities for the contract documents. Assisted the consultant engineering inspectors during construction checking as-builts and other related construction documents.

COUNTY ROAD 228 REALIGNMENT IN BAKER COUNTY – CR 228 relocation in Baker county was financed by Chemours Chemical Company for Baker county to increase the company's mining area. The 2.48-mile project would normally take between 18 to 24 months to complete and was sent to Chemours Chemical Company in 8 months. The county wanted no water standing in the maintained ditches. The water management district wanted all of the water from the project discharged to water treatment facilities.



Professional Experience

Since joining NFPS in 2015, Ms. Williams has successfully applied her technical and grant writing skills to help secure several proposals submitted by the Grants Department. Ms. Williams serves as Grant Coordinator for NFPS, facilitating grant services for the continuing services Counties and Municipalities under contract with the firm.

Ms. Williams is responsible for researching all funding sources and grant programs available to NFPS clients. Shannon has been very successful in securing needed grants and other funding opportunities. Ms. Williams brings a strong background in various software applications to enhance application packages with visual graphics as well as a graduate level education in project organization and heads the Marketing Division of NFPS researching proposal opportunities and maintaining the company's various media requirements.

Ms. Williams has a master's in information studies through Florida State University which gives her the expertise to process data with a focus on the relationship between information, people, and technology. Ms. Williams is now enrolled in FSU's PhD program in Information.

Current Project Experience

COLUMBIA COUNTY HAZARD MITIGATION GRANT – Ms. Williams completed the Hurricane Irma Hazard Mitigation Grant (HMGP) application on behalf of Columbia County. The successful application awarded the County \$1.2 million in funding to perform acquisition and demolition of resident properties subject to repetitive flooding. This work included door-to-door visits to interview qualified citizens and document repetitive damage due to severe flooding, organizing public meetings to obtain information from affected citizens and a detailed application process including the operation of the BCA Toolkit to determine the cost benefit of projects identified through the interview process. Ms. Williams is now administering the grant and maintaining close relationships to the affected citizens.

COLUMBIA COUNTY CDBG-DR GRANT – Ms. Williams has recently assisted Columbia County in applying for the Community Development Block Grant – Disaster Recovery Hurricane Irma funding. The County was awarded the funding along with 11 other counties and municipalities. This funding is to be used to support the County's Repetitive Loss Home Buyout initiative. The information gathering phase of this grant opportunity required in depth community engagement to garner awareness and interest in the project including advertised public meetings and door-to-door canvassing.

BAKER COUNTY FLORIDA BOATING IMPROVEMENT PROGRAM GRANT – Ms. Williams wrote the application and Baker County was approved to reconstruct the Saint Marys Cove boat ramp facility. The scope of work is to improve the Saint Marys Cove Public Boat Ramp facility at the end of Steel Bridge Road in the western portion of Baker County off State Road 121. During the ramp replacement, the ramp will be realigned with the access road for continuity allowing for safer and easier use of the ramp for boaters.

Education

B.S., Technical Education,
University of West Florida, 2008

M.S. Information,
Florida State University, 2018

Graduate Certificate
Information Architecture
Florida State University, 2018

PhD in Information,
Florida State University, Ongoing

Certifications

- FDOT Construction Math
- FDOT Final Estimates
- FDOT Contract Plans Reading
- FDOT Maintenance Specification Package Preparation
- FDOT Guardrail Installation & Inspection

Areas of Expertise

- Grant & Technical Writing
- Land Use Planning
- Grant Administration
- Adobe Illustrator
- Adobe InDesign
- Adobe PhotoShop
- AutoCAD

The County will also construct an asphalt paved parking area for approximately 10 trucks with boat trailers and leveled grassed parking for approximately 25 additional trucks and trailers. The access road is partially paved, ending in a graded dirt road causing a large amount of sediments and sand to be washed from the road down the ramp and into the riverbed. Engineer's assessments have also documented sediment and sand due to the erosion of retaining walls breaking away from the river shoreline. To correct this problem, dredging will occur to remove the sediments, paving the full access road and replacing the retaining walls.



TOWN OF FORT WHITE – MAYOR’S PARK HISTORICAL PARK EXHIBIT SIGNS – Ms. Williams assisted the Town of Fort White by writing an historical grant application for the creation of 8 exhibit signs to be placed at the Town’s Mayor Park to highlight the history of railway in the Town. The Town was awarded the funds and Ms. Williams is currently administering the grant on behalf of the Town and creating the graphics for the signs.

BAKER COUNTY – SANDERSON FIRE STATION COMMUNITY DEVELOPMENT BLOCK GRANT – Ms. Williams wrote proposals to apply for and administer the FFY 2019 CDBG grant. The County intends to use the funds to erect a new fire station in the Sanderson area. NFPS was awarded the opportunity to write the grant and to also provide engineering and construction inspection services. The grant application required extensive surveying to meet the CDBG LMI requirement. Ms. Williams conducted public meetings and CATF meetings on behalf of the County as well.

UNION COUNTY – CDBG-MIT APPLICATION – The U.S. Department of Housing and Urban Development (HUD) announced that \$633 million in first-of-its-kind funding would be available to the state of Florida for disaster mitigation projects in areas impacted by presidentially declared disasters in 2016 and 2017. These funds are available through HUD's newly created Community Development Block Grant - Mitigation (CDBG-MIT) and will be used to fund disaster mitigation programs to better protect Florida from future disasters.

Union County selected NFPS to write the grant application for the critical hardening of its EMS building, designing a new ADA compliant layout for the building to include ADA compliant restrooms, new flooring throughout, repairing wood rot damage at the base of walls and door jambs, relocating open pipes, key card or pin number locks for doors, addressing slick flooring in EMS bays, addressing heating and ventilation issues in EMS bays, addition of perimeter fencing, safety lighting and cameras, steel doors and additional security in areas storing sensitive items, new rafters/trusses to meet hurricane safety standards, addressing roof leaks and fire sprinkler system throughout.

HAMILTON COUNTY FLORIDA BOATING IMPROVEMENT PROGRAM GRANT – Ms. Williams wrote the application and Hamilton County was approved to reconstruct the Five Hole Springs boat ramp facility. The scope of work is to enhance and improve boating access and provides a benefit to boaters by replacing and expanding the existing boat ramp with a standardized concrete boat ramp.

The improvements will also include an increase in retaining wall coverage, add 5 paved parking spaces for boat trailers, 9 grassed standard parking spaces and 4 paved standard parking spaces. Additionally, the project will include a 140’ floating dock system with pylons and dredging to expand the width of the canal at the boat ramp. These upgrades will improve boat access to the Suwannee River and allow for faster and more efficient launching and recovery of vessels.

COLUMBIA COUNTY SPORTS & RECREATION ADVISORY COUNCIL – Ms. Williams provides grant consulting services to the Richardson Community Center/Annie Mattox North recreation centers. These community centers are a part of Columbia County’s Sports and Recreation program and are located in disadvantaged communities. Ms. Williams attends Advisory Council meetings to determine the ever-changing needs of these low-income communities and locates funding to support programs such as after school care and STEM programs.



TAB B

FIRM'S RELATED

EXPERIENCE



PROJECT TEAM EXPERIENCE

Our carefully selected team provides extensive and exemplary utility engineering design and permitting with a special understanding for rural projects. North Florida Professional Services, Inc. has been providing engineering services to municipalities and government agencies throughout the State of Florida for years, with over half of the firm’s revenue coming from long term contracts with public sector clients. Our principals have been in partnership in North Florida since 1995 and our team is very familiar with the area and the unique needs of this region.

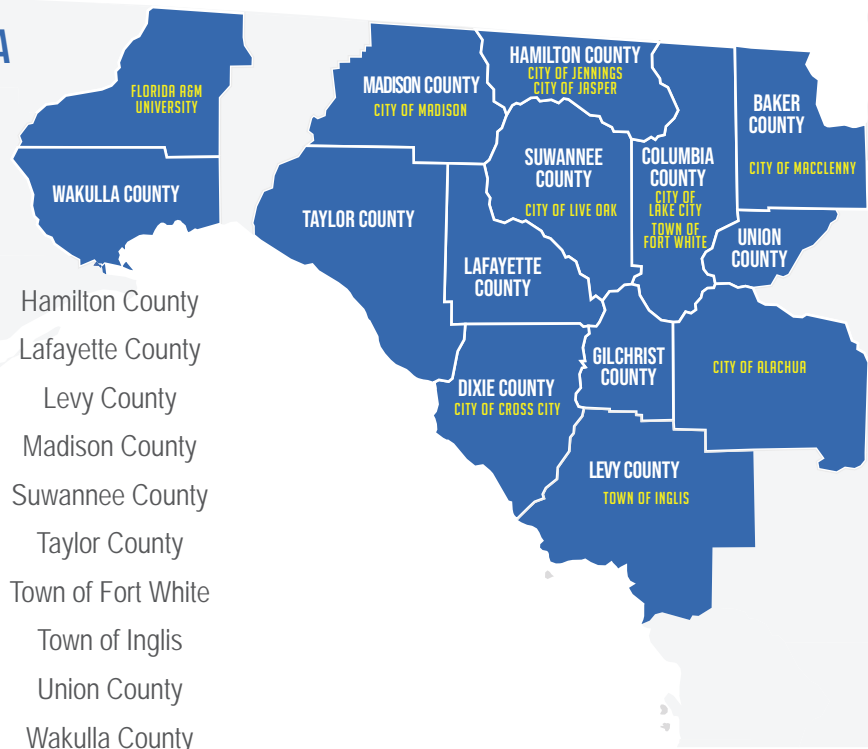
Managing this contract from our local office in Lake City, affords our project managers to deliver each task for this project efficiently and effectively. The dedicated members on our org chart and the entire staff are committed to the City of Bunnell’s ongoing needs and will always be available to provide immediate response to the City’s engineering needs throughout the life of the contract.

Through our continued efforts, NFPS has perfected the art of economic engineering, doing our best to come up with the most economical yet sound engineering solutions in order to resolve issues without draining the budget. Each of the counties/cities is often able to reallocate the money saved, allowing them to use the funds for additional improvements/projects each year. This type of economic surplus is what NFPS hopes to bring to Bunnell.

The mission of our firm has been to provide exceptional, dedicated service to this region while maintaining the beauty of rural living. An overwhelming majority of our NFPS staff hail from or have lived & worked in this region for a substantial amount of time and have a dedication to this area that is unparalleled to any firm who commutes in for your business and leaves to reside elsewhere. We take pride in our projects because they directly affect our communities, our families and our neighbors.

THE NFPS CLIENT SERVICE AREA

- Baker County
- City of Alachua
- City of Cross City
- City of Jasper
- City of Jennings
- City of Lake City
- City of Live Oak
- City of Macclenny
- City of Madison
- Columbia County
- Columbia County School District
- Dixie County
- Florida A&M University
- Gilchrist County





PROJECT TEAM EXPERIENCE

CLIENT: Hamilton County Board of County Commissioners

PROJECT: I-75 and SR 6 Water and Wastewater Utilities

DESCRIPTION: In order to help spur economic development at the interchange of I-75 and State Road 6 in Jasper, Florida, NFPS performed a feasibility study, master plan and completed the engineering design and cost estimates for a County owned and operated potable water supply and distribution system and a modular waste water treatment plant that can be expanded in 125,000 GPD increments up to a 500,000 GPD capacity. NFPS provided grant administration for this project funded by the Suwannee Water Management District's RIVER Grant, which also included a 19.17-acre effluent spray field to serve the Phase 1 planning area along SR-6 east and west of the I-75/SR-6 intersection (Exit 460). The water treatment and wastewater treatment facilities will be located on 78 acres of land approximately 2.7 miles west of Exit 460.

Engineering design includes installation of two 250,000 GPD groundwater wells, a 125,000GPD water treatment plant, a 125,000 GPD wastewater treatment plant, a 250,000-gallon capacity elevated storage tank sufficient to provide fire-protection water within the facility's planning area, a 3-mile long water distribution pipeline system along SR 6, and a wastewater lift station with a 2.5 mile long force main. The modular wastewater treatment plant will include a 460,000 gallon retention basin, irrigation pump station, and 19.17 spray field where reclaimed wastewater will be used to grow grass.

REFERENCE NAME: Louie Goodin, Hamilton County Coordinator

PHONE: (386) 792-6639

EMAIL: hamiltoncounty@windstream.net

CLIENT: Town of Fort White, FL

PROJECT: Town of Fort White Water Treatment Plant through CDBG Funding

DESCRIPTION: NFPS facilitated the application for and the administration of the Small Cities Community Development Block Grant (CDBG) on behalf of the Town of Fort White. The Grant application was submitted to make necessary upgrades and improvements to the Town's existing water treatment facility. The Town was awarded \$600,000.00 to complete this project through CDBG Neighborhood Revitalization.

This project included repairs of two of the ground storage tanks used to store potable water. These needed repairs were identified per a Florida Department of Environmental Protection required inspection report: the replacement of the Programmable Logic Controller (PLC), repairs to the Permanganate Storage Tank, and installation of two (2) permanent shelters (per specifications) approximately 14' x 28' each over the treatment filter systems. A 1,000 GPM fire water pump was also installed as was recommended by the Florida Rural Water Association, as well as the addition of a third raw water well. NFPS handled both the design and Construction Engineering Inspection (CEI) aspects of this project in addition to the grant administration.

REFERENCE NAME: Demetric Jackson, Former Mayor

PHONE: (386) 365-3304

EMAIL: jacksond@columbiak12.com



PROJECT TEAM EXPERIENCE

CLIENT: Suwannee County Board of County Commissioners

PROJECT: I-75 and CR 136 Water and Wastewater Utilities

DESCRIPTION: NFPS was awarded the opportunity to design new Water and Wastewater facilities at the junction of I-75 and CR 136 in Suwannee County. Funded through the Florida Job Growth Grant Fund, this ongoing project will consist of two production wells, a masonry building consisting of three rooms (one chlorine feed, one chemical feed and one electrical), approximately 12,000 feet distribution piping, six (6) fire hydrants and all necessary piping and site work.

Also included is a 500,000-gallon elevated storage tank. It is anticipated that the water quality will be such that the only treatment will be liquid chlorine for disinfection, one chemical feed such as hydrogen peroxide for H₂S removal or Aquagold for sequestering iron. Any further treatment will result in additional facilities and will require an increase in scope and fee. The wells and elevated tank will be located on the 25.32-acre site at the intersection of CR 136 and CR 137.

REFERENCE NAME: Randy Harris, County Administrator

PHONE: (386) 362-3992

EMAIL: randyh@suwgov.org

CLIENT: Town of Jennings, FL

PROJECT: Town of Jennings Water & Wastewater Facility Design

DESCRIPTION: NFPS was selected by the Town of Jennings to provide engineering services for the improvement of the Town's Wastewater and Water Treatment Plant. Plans were provided well ahead of the project to ensure the Town received maximum "Readiness to Proceed" points on their CDBG project application. Services provided for this CDBG Funded improvement project included design, permitting and administration services for the following improvements:

Wastewater Treatment Plant

- Facility Generator and Auto Transfer Switch
- Automatic Spray Field Controller and Valves
- 6' Field Fence with Barbed Wire
- Pipe and Wire Locator and
- Water Jet Pump

Water Treatment Plant

- Aerated Above Ground Storage Tank
- Automatic Transfer Switch
- Pump House Lighting
- 1,000 gpm Fire Pump

REFERENCE NAME: John Prine, Mayor

PHONE: (386) 938-4131

EMAIL: jennings_manager@yahoo.com



PROJECT TEAM EXPERIENCE

CLIENT: City of Lake City

PROJECT: Ichetucknee Springs Water Quality Improvement Project

DESCRIPTION: Ichetucknee Springs Water Quality Improvement Project (Lake City Treatment Wetland) design services and ongoing monitoring, operational assistance, and reporting. The wetland designed for this facility is substantially larger based on the WWTF flows, but the concept is the same. The design was put in place to reduce nitrogen in water infiltrated to the Floridan Aquifer rather than using comparatively more expensive upgrades at the plant.

REFERENCE NAME: Cody Pridgeon, Wastewater Director

PHONE: (386) 758-5497

EMAIL: PridgeonC@lcfla.com

CLIENT: Town of Fort White

PROJECT: Phase I Regional Wastewater Treatment Plant

DESCRIPTION: A 100,000 gpd WWTP proposed to be constructed on a piece of property (96-acres) owned by the Town of Fort White; A 100,000 gpd Holding Pond & Sprayfield proposed to be constructed on the same piece of property by the Town of Fort White; 15 Manholes and 2 lift stations to collect and transmit the wastewater from a portion of the US Highway; 4,400 LF of 8" Gravity Main to be constructed on US Highway 27; 3,500 LF of 6" Force Main to be constructed to from the intersection of SR 47 and US Highway 27 to the proposed WWTP Facility; 1,800 LF of 4" Force Main on US Highway 27.

REFERENCE NAME: Cody Pridgeon, Wastewater Director

PHONE: (386) 758-5497

EMAIL: PridgeonC@lcfla.com

PERMITTING

The NFPS engineering staff have extensive experience with permitting in several water management districts. Water and Wastewater are the life blood of any community. Without properly functioning water and wastewater systems any community is hamstrung with regards to growth which will expand the tax base and assist in helping the community grow sustainability. NFPS brings a broad range of water and sewer services to the table. Our capabilities run the gamut all the way from water and wastewater plant design and permitting to water main and wastewater transmission main design and permitting to wetland treatment system design and permitting. We also perform Construction Engineering Inspection on water and wastewater systems.

With our environmental services we provide our public and private sector clients the ability to balance growth while reducing or eliminating risks and protecting our natural environment. Our environmental services provide our public and private sector clients, throughout the region, the ability to balance growth while reducing or eliminating risks and protecting our natural environment. Obtaining a construction permit is a vital element in any construction activity. Our professional engineering firm assists clients through the process of acquiring the necessary documents required by the local agencies and other concerned organizations for any development work that needs consent.



TAB C

FIRM'S APPROACH AND

METHODOLOGY



STANDARD PROJECT APPROACH

NFPS uses its three-tier quality control system to always ensure that schedules and budgets are met. Schedules are analyzed on a weekly basis by supervisors, and on a phase-by-phase basis by senior engineers. The budget is also reviewed on a phase-by-phase basis by senior engineers, and typically tracked on a continuous basis by the project engineer assigned to the project.

APPROACH TO DEVELOPING PROJECT SCHEDULES

Our Team has successfully completed hundreds of projects on-time and with-in budget. We have used the following steps to develop project schedules for each of our projects:

1. Determine the personnel and non-personnel resources required for all activities of the project (i.e. survey or geotechnical data).
2. Estimate durations for all activities.
3. Identify all intermediate and final deadlines and dates that must be met. (i.e. grant or funding deadlines)
4. Identify all activities or milestones outside your project that affect your project's activities. (i.e. permitting review times or other projects that may be in the vicinity of your project location)

Once all these factors have been identified, we can set a realistic project schedule to ensure successful completion of a quality project. Once the project schedule has been established, it is important for the project manager to monitor the schedule and assign tasks to any other team members or sub-consultants in a timely manner. If the project manager sees that the schedule milestones are not being met it is their responsibility to ensure necessary actions are taken to correct the situation and bring the project back on schedule.

Our approach to project management is generally phased in the following:

CONCEPTUAL DESIGN PHASE

PROJECT KICKOFF MEETING AND SITE VISIT - Upon Notice to Proceed, NFPS will develop a work plan and schedule for the project. A kickoff meeting will be held between City staff and the NFPS Project Team. The kickoff meeting will include discussion on the project goals and objectives, scope of the project, challenges or issues, permitting, schedule, and communication protocol. A visit to the proposed site of the fire station will be held to assess site conditions and to review available locations for the fire station and the stormwater management system.

CONCEPTUAL DESIGN DOCUMENT - The conceptual design phase focuses on finalizing all major decisions in regard to location, sizing, and design criteria. The result of this phase will be a technical memorandum called 30 Percent Conceptual Design Document (CDD) which also includes the following:

- o Plan views and major elevation drawings
- o List of proposed specifications
- o Updated opinion of probable construction cost (OPCC)



STANDARD PROJECT APPROACH

TECHNICAL REVIEW AND PROJECT MEETING - The NFPS technical experts will perform a quality assurance and quality control review of the CDD. The comments will be reviewed and incorporated into the next phase of work. NFPS will provide the City with hard copies of the document for review and comment. A project meeting will then be held to review the document and receive the City's comments.

FINAL DESIGN PHASE

- **90 PERCENT DESIGN DEVELOPMENT** - NFPS will provide a review set of drawings and specifications at the 90 percent stage. A review meeting to discuss the City's comments will be held. NFPS' technical experts will provide a QA/QC review of the drawings and specifications for technical accuracy. This phase will also include a final opinion of probable construction cost estimate.
- **100 PERCENT (BID SET) DESIGN DEVELOPMENT** - Upon approval of the 90 percent drawings, NFPS will finalize any remaining items and prepare the bid set. NFPS will provide final bid set, bid form, and drawings and specifications to the City.
- **PERMITTING ASSISTANCE**
- **FDEP PERMITTING SUBMITTAL** - NFPS will provide the necessary permitting documents to FDEP for any environmental permitting requirements. This will include preparations of any applications, exhibits, reports, drawings, and specifications (if required) for permit approval. City will provide all permitting fees.
- **SJWMD STORMWATER PERMITTING SUBMITTAL** - NFPS will prepare stormwater exemption permit application. City will provide all permitting fees.
- **SITE PLAN APPLICATION SUBMITTAL** - NFPS will prepare the City's Site Plan Application package and provide all necessary materials to ensure successful application submittal.



TAB D

EFFECTS OF THE FIRMS

CURRENT & PROJECTED

WORKLOAD

WORKLOAD



NFPS has completed the major worklod form for your review.

Our workload is like other firms in that we are busy. However, we pride ourselves on having the best talent and the best equipment. This combination facilitates streamlined and efficient workflows to help meet deadlines of potential project Task Work Orders. Each one of our clients enjoys the benefits of timely and professional services, without sacrificing quality or service levels. We pride ourselves on our high customer service and satisfaction ratings: it's what has kept us in business for over 20 years.



TAB E

LOCAL FIRMS

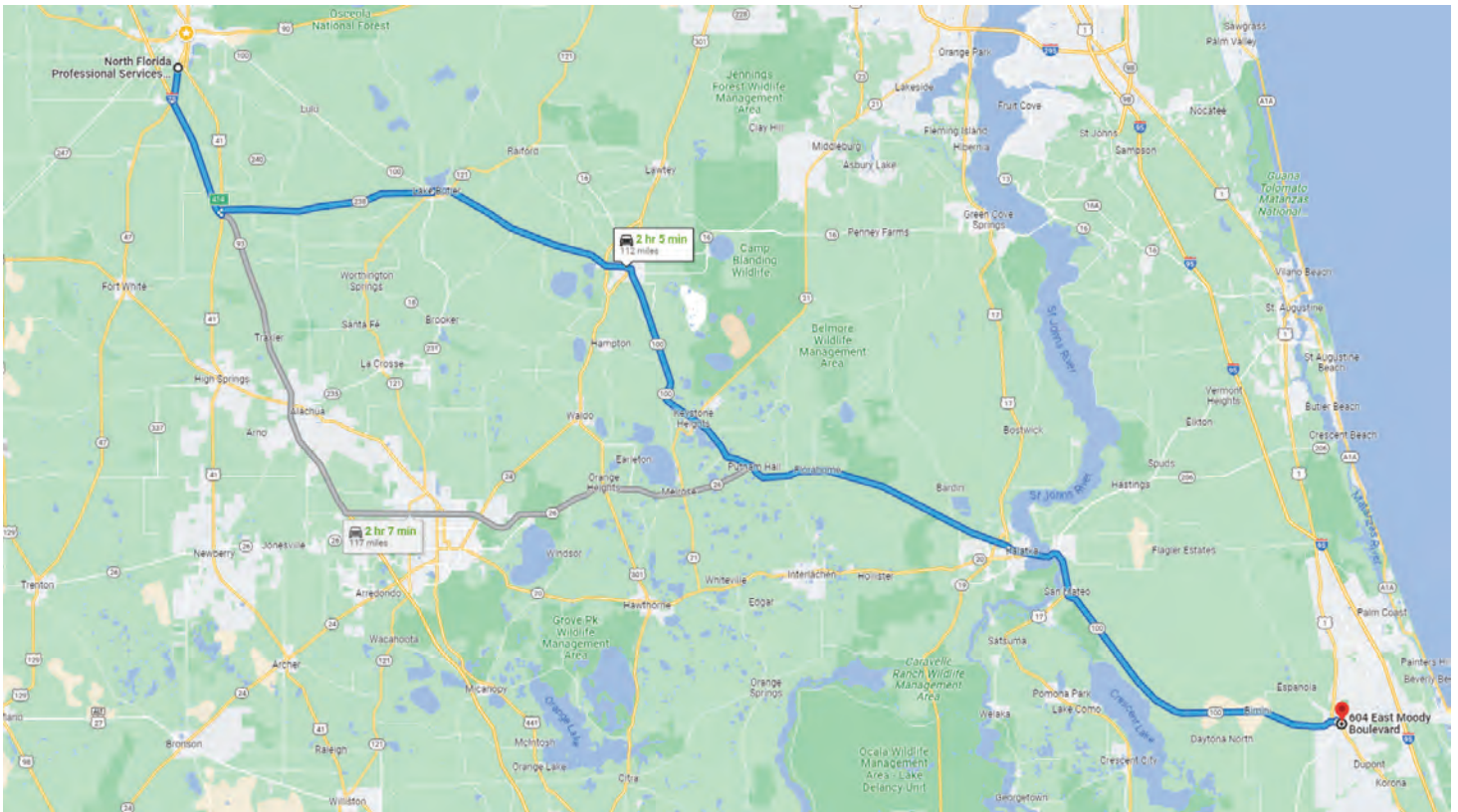
LOCAL FIRMS



NFPS looks forward to extending our services to the City of Bunnell. Although we have not performed work for the City currently, we have had a great working relationship with Alvin Jackson during his tenure with the City of Live Oak. We fully understand his high expectations and are ready to serve the City and its residents with the highest standards.

NFPS is a small business located in Lake City, FL. We employ over 35 employees who live, work and play in the North Florida area. We understand the delicate balance of engineering required of our unique region. We are experts engineering, designing infrastructure projects of all sizes while simultaneously maintaining the beauty of our rural region.

We are located 2 hours from Bunnell City offices with the staff and ability to attend face-to-face meetings as needed.





TAB F

COMPLETENESS OF

RESPONSE

COMPLETENESS OF RESPONSE



This proposal response is comprehensive, encompassing all the key elements, queries, and concerns requested in the proposal instructions and addenda. The proposal's completeness demonstrates our deep understanding of the project requirements and our unwavering commitment to delivering value-oriented solutions. Please review our proposal checklist and attachments included under Appendix A.



TAB G
REFERENCES FOR FIRM
& ALL
SUBCONSULTANTS



George Curtis
City Manager

"The Caring Community"
"Part of the Original Florida"

September 17, 2021

To Whom It May Concern:

On behalf of the City of Live Oak, FL, I am pleased to present this letter of recommendation to North Florida Professional Services, Inc., (NFPS). NFPS has and continues to provide quality, professional services to the City of Live Oak since 2019.

The NFPS team has worked diligently to find funding sources for several key projects important to the City and throughout our continuing contract, we have found NFPS and their staff to be very responsive, professional, knowledgeable, and experienced. We have also been very pleased with the quality and timeliness of their services and their understanding of the needs of small rural cities.

We look forward to continued success working with NFPS and am delighted to recommend both their grant writing services and engineering to others. If you have questions, please do not hesitate to contact me for further information; I can be reached at 386-362-2276.

Sincerely,

George Curtis
City Manager

JIMMY MURPHY
District 1 – Jennings

JOSH SMITH
District 2 – Jasper

ROBERT E. BROWN
District 3 – Jasper

RANDY OGBURN
District 4 – White Springs

RICHIE MCCOY
District 5 – Jasper



GREG GODWIN
Clerk of Courts

CLIFFORD L ADAMS
County Attorney

207 Northeast First Street
Room 106
Jasper, Florida 32052
(386) 792-1288
FAX (386) 792-3524

Office of
Board of County Commissioners

September 17, 2021

To Whom It May Concern:

This letter will certify that the engineering firm of North Florida Professional Services, Inc. (NFPS) has been providing engineering services for Hamilton County, Florida for over twenty (20) years.

NFPS continues to provide technically proficient, professionally competent and customer-oriented services to Hamilton County. NFPS staff regularly attends County Commission meetings and are responsive to the Board of County Commissioners' and staff requests on a variety of project and County needs. North Florida Professional Services' Grants Department is diligent in seeking funding opportunities to enhance County tasks.

NFPS has completed many designs in road paving/resurfacing projects, as well as numerous economic development, utility, recreation and building renovation projects.

I am very pleased to recommend all aspects of the work performed by NFPS and anticipate a continued relationship with North Florida Professional Services, Inc. If you need further information, I can be reached at 352-792-6639

Sincerely,

A handwritten signature in blue ink, appearing to read "Louie Goodin".

Louie Goodin

County Coordinator

56 NE 210th Avenue
Post Office Box 2600
Cross City, Florida 32628



County Manager's Office
(352)498-1426
Fax: (352)498-1277

DIXIE COUNTY

September 17, 2021

To Whom It May Concern:

This letter will certify that the engineering firm of North Florida Professional Services, Inc. (NFPS) has been providing engineering services for Dixie County, Florida since 2007.

During this time NFPS has designed and provided a multitude of Florida Department of Transportation funding for county road projects and other projects crucial to our County.

NFPS staff have been accessible and has always responded with knowledge and professionalism when we have needed their services. It has been my experience that NFPS is efficient in completing these projects for the County and I look forward to continuing to work with them on future projects.

I am pleased to recommend their services to others. Please consider this a letter of endorsement of NFPS's engineering services for any project you may have. If you need further information, I can be reached at 352-498-1426.

Sincerely

Duane Cannon
County Manager



STACIE D. HARVEY
CLERK TO BOARD

Baker County *Board of Commissioners*

55 NORTH THIRD STREET
MACCLENNY, FLORIDA 32063
(904) 259-3613 • (904) 259-7610
www.bakercountyfl.org



OLIVER J. ANDERSON
CHAIRMAN

September 17, 2021

To Whom It May Concern:

This letter shall confirm that the team at North Florida Professional Services, Inc., (NFPS) has provided quality, professional civil engineering services to the Baker County Board of County Commissioners since 2016. In that time, the NFPS team has successfully completed many projects for the County. These projects have included transportation projects, such as roadway paving and resurfacing; site plan design; and new building design. This successful relationship has resulted in Baker County having a continuing services contract with NFPS.

NFPS and the County have worked together on various critical projects with great success. NFPS has recently completed several grant and paving projects for Baker County and NFPS is currently managing several new projects.

We have found that North Florida Professional Services, Inc., to be very progressive, professional, and proficient in technical aspects that are fundamental in every engineering project. We have also been very pleased with the cost-effectiveness and quality of their services.

I am pleased to highly recommend the engineering and grant services of NFPS to others. If you have any questions or need more information, I can be reached at 904-259-3613.

Sincerely,

A handwritten signature in blue ink that reads "Sara Little".

Sara Little
County Manager

JAMES CROFT
DISTRICT 1

JIMMY ANDERSON
DISTRICT 2

CATHY RHODEN
DISTRICT 3

JAMES G. BENNETT
DISTRICT 4

MARK HARTLEY
DISTRICT 5

"AN EQUAL OPPORTUNITY EMPLOYER"



Administrative Services

13150 80th Terrace Live Oak, FL 32060

June 15, 2021

To Whom It May Concern,

This letter is to confirm that North Florida Professional Services, Inc., (NFPS) has provided quality, professional civil engineering services to the Suwannee County Board of County Commissioners on the County Road 136 and I-75 Water Treatment Plant project. NFPS has helped the County achieve its goal of the design, permitting, and construction inspection of a water treatment plant on time and within the allocated budget. NFPS also helped Suwannee County obtain additional funding thru the State Revolving Fund for the completion of this project.

NFPS has been our County Engineer on a continuing contract basis since 2013 and during that time, their team has successfully completed or are working on many important projects for Suwannee County. These projects have included transportation projects such as transportation design, permitting, and utility design.

Their staff has also gone above and beyond and helped the County secure additional funding for much-needed projects as well. We have found the firm, North Florida Professional Services, Inc., to be very responsive, professional, and technically proficient. We have also been very pleased with the cost- effectiveness and quality of their services.

I am pleased to recommend their professional services to others. If you have any questions, please do not hesitate to contact me for more information at 386-362-3992.

Sincerely,

A handwritten signature in blue ink, appearing to read "Randy Harris", is written over a light blue circular stamp. The signature is fluid and cursive.

Randy Harris
County Administrator



APPENDIX A

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Response.

Proposer should check off each of the following items as the necessary action is completed:

- All applicable forms have been signed and included
- All information as requested in the Proposer's Qualification Form is included.
- Any addenda have been signed and included.
- The mailing envelope **must be sealed and marked** with RFQ Number "**RFQ #2023-02**" and RFQ Title "**PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**".
- The mailing envelope has been addressed to:

City of Bunnell
 City Clerk Office
 P.O. Box 756
 Bunnell, FL 32110

The Response will be mailed or delivered in time to be received no later than the specified due date **May 16, 2023** and time **02:00 PM**. (Otherwise, the Response WILL NOT be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFQ NUMBER AND QUALIFICATION NAME ON THE OUTSIDE OF THE COURIER PACKET

North Florida Professional Services, Inc.

Company



Authorized Signature

Gregory G. Bailey, PE

Printed Name & Title

gbailey@nfps.net

Email

PO Box 3823

Address

Lake City, FL 32056

City, State, Zip Code

(386) 752-4675

Telephone No.

(386) 752-4674

Fax No.



APPLICATION FORM

**PROFESSIONAL
INFRASTRUCTURE
ENGINEERING SERVICES**

RFQ-2023-02
ISSUED BY: MARY ANNE ATWOOD
PROJECT MANAGER
PHONE NO: (386) 986-6702
EMAIL: MATWOOD@BUNNELLCITY.US

SUBMIT QUALIFICATIONS PACKAGE PRIOR TO:
CLOSING DATE: May 16, 2023
CLOSING TIME: 02:00 P.M.

SUBMIT TO:
BUNNELL CITY CLERK'S
OFFICE 604 E MOODY
BLVD., SUITE 6
PO BOX 756
BUNNELL, FL 32110

PROJECT TITLE & DESCRIPTION:

PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES

Provide professional engineering services for assigned tasks that are related to but not limited to the City's water resources, wastewater and water utilities' treatment, storage, water distribution, sanitary collection/pumping/transmission, stormwater systems, reclaimed water systems and public roadways planning/design/permitting requirements for engineering design services.

THE RESPONDENT HEREBY AGREES TO FURNISH THE SERVICES PURSUANT TO ALL REQUIREMENTS, SPECIFICATIONS, AND SCOPE OF SERVICES CONTAINED IN THIS SOLICITATION DOCUMENT, AND FURTHER AGREES THAT THE LANGUAGE OF THIS DOCUMENT SHALL GOVERN IN THE EVENT OF A CONFLICT WITH HIS OR HER RESPONSE. BY MY SIGNATURE I CERTIFY THAT THIS RESPONSE IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, BUSINESS ENTITY, OR PERSON SUBMITTING A RESPONSE FOR THE SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

**THIS APPLICATION FORM MUST BE SIGNED TO BE
CONSIDERED FOR**

COMPANY NAME: North Florida Professional Services, Inc.

DATE:

MAILING ADDRESS: PO Box 3823

PHONE: (386) 752-4674

FAX: (386) 752-4674

CITY: Lake City

STATE: FL

ZIP: 32056

TITLE OF AUTHORIZED REPRESENTATIVE: President

E-MAIL: gbailey@nfps.net

WEB URL: www.nfps.net

AUTHORIZED SIGNATURE:

PRINTED NAME: Gregory G. Bailey, PE

ACKNOWLEDGEMENTS
RFQ #2023-02
"PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES"

To: City of Bunnell
604 E. Moody Blvd. Unit 6 P.O. Box 756
Bunnell, FL 32110

North Florida Professional Services, Inc.

(Proposer) guarantees its Response to RFQ #2023-02 for a period not to exceed one hundred twenty (120) days from the date its Response was submitted to the City of Bunnell unless an extension is granted by the Proposer.

The Contractor, by signing these **RFQ** Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this **RFQ** Document.

Dated this 22 day of May, 2023

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

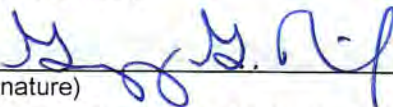
By: (Signature) _____ (Print name) _____

Address: _____

Telephone: _____ Fax: _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

CORPORATION

By: (Signature)  _____ (Print name) Gregory G. Bailey, PE

Address: PO Box 3823, Lake City, FL 32056

Telephone: (386) 752-4675 Fax: (386) 752-4674

Taxpayer/Employer Identification Number (TIN/EIN): 27-1868423

State of Incorporation:

Corporate President: Gregory G. Bailey, PE
(Print Name)

Corporate Secretary: Megan Carter
(Print Name)

Corporate Treasurer: Megan Carter
(Print

CORPORATE SEAL

Attest By (Secretary): Megan M. Carter

Megan Carter
Signature

5/22/2023
Date

PROPOSER'S CERTIFICATION FORM

X I have carefully examined the request for qualifications, instructions to proposers, general and/or special conditions, vendor's notes, specifications, and any other documents accompanying or made a part of this request for qualifications.

X I agree to abide by all conditions of the RFQ and understand that a background investigation may be conducted by the City of Bunnell prior to an award.

X I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this qualifications statement on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the contract.

X I further certify, under oath, that this qualifications statement is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a qualifications statement for the same product or service; no officer, employee or agent of the City of Bunnell government or of any other proposer interested in said RFQ; and that the undersigned executed this proposer's certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of business North Florida Professional Services, Inc.

By: [Signature] Signature

Gregory G. Bailey, PE, President Name & title, typed or printed state

State of Florida County of Columbia

PO Box 3823 Mailing address

Lake City, FL 32056

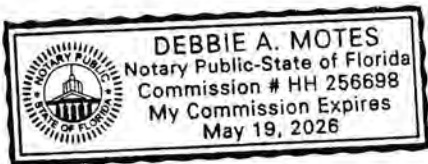
City, State, Zip Code

(386) 752-4675 Telephone number

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this day of May 22, 2023, by Gregory Bailey of NPPS, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced [] as identification.

[Signature] Signature of Notary Public - State of Florida

Debbie A. Motes Printed/Typed/Stamped Name of Notary My Commission expires:



DECLARATION STATEMENT

City of Bunnell
P.O. Box 756
604 E. Moody Blvd. Unit 6
Bunnell, FL 32110

RE: RFQ #2023-02 , “PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES”

Dear Mayor and Council Members:

The undersigned as Proposer, or on behalf of Proposer, declares that this Response is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the Responses.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **RFQ #2023-02 , “PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES”**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this May 22, 2023 in the City of Bunnell, in the State of Florida .

North Florida Professional Services, Inc.

Company


Authorized Signature

Gregory G. Bailey, PE, President

Printed Name & Title

gbailey@nfps.net

Email

PO Box 3823

Address

Lake City, FL 32056

City, State, Zip Code

(386) 752-4675

Telephone No.

(386) 752-4674

Fax No.

PROPOSER'S QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

<u>% Completed</u>	<u>Project</u>	<u>Contract</u>	<u>Amount</u>
60%	NFMIP Water System	Columbia County	\$ 317,000
30%	Catalyst Site Master Plan	Suwannee County	\$ 312,000
5%	US 441 Design-Build (FDOT)	Anderson Columbia	\$ 713,000

LIST CURRENT PROJECTS FOR WHICH YOU ARE THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Has Proposer, at any time, failed to complete a contract?

Yes No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

Yes No

Attach detailed explanation as required under Tab IV of Response Format.

CONTRACT VALUES:

List total value of contracts for work completed on similar projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Values must be listed individually by contract or project and then summarized as a total dollar amount.**

\$ 19,980,000 Total Value for PAST completed and similar project

\$ _____ Total Value for PAST completed and similar project

Attach additional page if necessary.

REFERENCES:

Bank(s) Maintaining Account(s): First Federal Bank of Florida, Campus USA Credit Union

Surety/Underwriter (if required): Trevor Hickman Insurance (Nationwide)

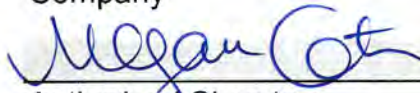
Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

- Corporation: If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida. Years in business: _____
- Partnership/Years in Business: _____
- Sole Proprietorship/Years in Business: _____
- Other: Please list: _____

North Florida Professional Services, Inc.

Company



Authorized Signature

Megan Carter, Sec/Treas

Printed Name & Title

mcarter@nfps.net

Email

PO Box 3823

Address

Lake City, FL 32056

City, State, Zip Code

(386) 752-4675

Telephone No.

(386) 752-4674

Fax No.

REFERENCE FORM

Provide the business names, contact person, email and telephone number of four (4) references for which the Proposer has provided services similar to the services described in this RFQ for three (3) years or more within the last five (5) year period. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

The Proposer will identify whether the business entity is incorporated in Florida, another state, or is in a foreign country. If a proposer is a corporation, provide a copy of the Certification from the Florida Secretary of State verifying the Proposer's corporate status and good standing. The Proposer shall include a copy of its business license with the submittal.

1. Name of Company: Town of Jennings
Address: 1291 Florida St, Jennings, FL 32053
Point of Contact: John Prine, Mayor
Phone #: (386) 938-4131 Email address: jennings_manager@yahoo.com
Service(s) Provided: Water & Wastewater Facility Design, Permitting
Dates of Service: 2018-2022
2. Name of Company: Suwannee County Board of County Commissioners
Address: 13150 80th Terrace Live Oak, FL 32060
Point of Contact: Greg Scott, County Administrator
Phone #: (386) 364-3400 Email address: GregS@SuwCountyFl.gov
Service(s) Provided: Water and Wastewater Utilities Design, Permitting
Dates of Service: 2017-2021
3. Name of Company: Town of Fort White
Address: 118 SW Wilson Springs Road, Fort White, FL 32038
Point of Contact: Ronnie Frazier, Mayor
Phone #: (386) 497-2321 Email address: mayor@fortwhitefl.com
Service(s) Provided: Phase I Regional Wastewater Treatment Plant Design, Permitting
Dates of Service: 2021-Present
4. Name of Company: City of Lake City, FL
Address: 205 N. Marion Ave., Lake City, FL 32055
Point of Contact: Cody Pridgeon, Wastewater Director
Phone #: (386) 758-5455 Email address: PridgeonC@lcfla.com
Service(s) Provided: Ichetucknee Springs Water Quality Improvement Design, Permitting
Dates of Service: 2015-Present

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST
*If bid amount is less than one million dollars (\$1,000,000), this form is not required.

Respondent Vendor's Name: North Florida Professional Services, Inc.

Vendor FEIN: 27-1868423

Authorized Representative's Name: Gregory G. Bailey, PE

Authorized Representative's Title: President

Address: PO Box 3823

City: Lake City, FL State: FL Zip: 32056

Phone Number: (386) 752-4675

Fax Number: (386) 752-4674

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of one million dollars (\$1,000,000) or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both Lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor's Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Certified By: Gregory G. Bailey, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: [Handwritten Signature]

Print Name & Title: Gregory G. Bailey, PE

Date: 05/22/2023

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
<input type="checkbox"/> 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
<input type="checkbox"/> 2. Commercial General Liability	<u>Bodily Injury & Property Damage</u> (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. \$ _____ single limit per occurrence
<input type="checkbox"/> 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the <u>City of Bunnell</u> , its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.	
This section does not pertain to any incident arising from the sole negligence of the <u>City of Bunnell</u> .	
<input type="checkbox"/> 4. Automobile Liability	\$ _____ Each occurrence owned / on-owned / Hired Automobile Included
<input type="checkbox"/> 5. Other Insurance as Indicated below:	\$ 1,000,000 Per Occurrence Errors and Omissions or Professional Malpractice Coverage
<input type="checkbox"/> 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.	
<input type="checkbox"/> 7. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.	
<input type="checkbox"/> 8. The <u>City of Bunnell</u> must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required.	

INSURANCE REQUIREMENTS
(Continued)

- 9. The City of Bunnell shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Bunnell
Bunnell, FL

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- 10. **Thirty (30) Days Cancellation Notice** required.
- 11. The Certificate must state the **RFQ #2023-02** and **PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

North Florida Professional Services, Inc.

Company

Authorized Signature

Gregory G. Bailey, PE, President

Printed Name & Title

gbailey@nfps.net

Email

PO Box 3823

Address

Lake City, FL 32056

City, State, Zip Code

(386) 752-4675

Telephone No.

(386) 752-4674

Fax No.

Insurance Agency

Signature of Proposer's Agent

AMERICANS WITH DISABILITIES ACT AFFIDAVIT FORM

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City.

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Contract for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: North Florida Professional Services, Inc.

Signature: 

Printed Name: Gregory G. Bailey, PE

Title: President

Date: May 22, 2023

STATE OF Florida
COUNTY OF Columbia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of May 22, 2023, by Gregory Bailey of NFPS, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

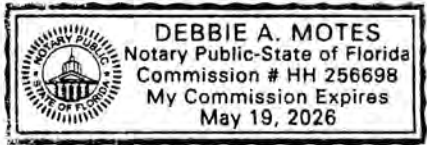


Signature of Notary Public - State of Florida

Debbie A. Motes

Printed/Typed/Stamped Name of Notary

My commission expires:



DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, North Florida Professional Services, Inc. (print or type name of business) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein".

Gregory G. Bailey
(Authorized Signature)

May 22, 2023
(Date)

Gregory G. Bailey, PE
(Print Name)

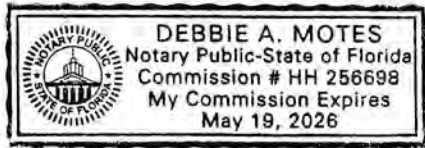
STATE OF Florida
COUNTY OF Columbia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of May 22, 2023, by Gregory Bailey of NFPS, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Debbie A. Motas
Signature of Notary Public - State of Florida

Debbie A. Motas
Printed/Typed/Stamped Name of Notary

My commission expires:



NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

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

State of _____

County of _____

Gregory G. Bailey, PE, being first duly sworn, deposes and says that:

I am the President of North Florida Professional Services, Inc., (Proposer) which has submitted a Response to City of Bunnell RFQ #2023-02 Professional Infrastructure Engineering Services.

I am fully informed respecting the preparation and contents of the Response to RFQ #2023-02, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #2023-02, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Bunnell.

The price or prices quoted in the Proposer's Response to RFQ #2023-02, are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

North Florida Professional Services, Inc.

Company

PO Box 3823

Address

[Signature]

Authorized Signature

Lake City, FL 32056

City, State, Zip Code

Gregory G. Bailey, PE

Printed Name & Title

(386) 752-4675

Telephone No.

gbailey@nfps.net

Email

(386) 752-4674

Fax No.

STATE OF Florida
COUNTY OF Columbia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of May 22, 2023, by Gregory Bailey of NFPS, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

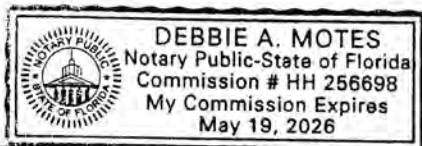
[Signature]

Signature of Notary Public - State of Florida

Debbie A. Motes

Printed/Typed/Stamped Name of

Notary My commission expires:



**SWORN STATEMENT PURSUANT TO FLORIDA STATUTES
SECTION 287.133(3) (A) PUBLIC ENTITY CRIMES**

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


1. THIS SWORN STATEMENT IS SUBMITTED to the City of Bunnell by: Gregory G. Bailey, PE [NAME] as the President [TITLE] of North Florida Professional Services, Inc. [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is 27-1868423.
2. I understand that a "public entity crime" as defined in Florida Statutes, Section 287.133 (1)(g), 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 Florida Statutes, Section 287.133(1)(b), 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 Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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 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 Florida Statutes, Section 287.133(1)(e), 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 provisions 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. 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, and agents who are active in management of an entity, nor any affiliates 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, and agents who are active in management of an 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, and agents who are active in management of an 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 THIS FORM TO THE CITY OF BUNNELL IS FOR THE CITY OF BUNNELL 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 CITY OF BUNNELL PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



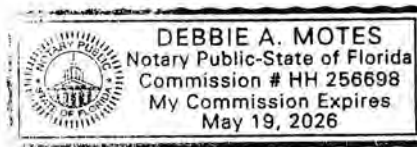
(Signature)

STATE OF Florida
COUNTY OF Columbia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of May 22, 2023, by Gregory Bailey of NEPS, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.


Signature of Notary Public - State of Florida

Debbie A. Motes
Printed/Typed/Stamped Name of Notary
My commission expires:



COMPLIANCE WITH THE PUBLIC RECORDS LAW FORM


Upon notice of an intended decision or thirty (30) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to City of Bunnell.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to indemnify, defend, and hold harmless the City in the event we are forced to litigate the public records status of the company's documents.

Company Name: North Florida Professional Services, Inc.

Authorized representative (printed): Gregory G. Bailey, PE

Authorized representative (signature): 

Date: May 22, 2023

Project Number: **RFQ-2023-02 – PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**

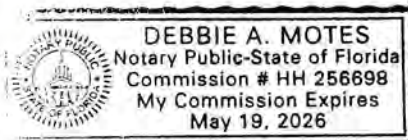
STATE OF Florida
COUNTY OF Columbia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22 day of May, 2023, by Gregory Bailey of NFPS, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.


Signature of Notary Public - State of Florida

Debbie A. Moter
Printed/Typed/Stamped Name of Notary

My commission expires:



Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
North Florida Professional Services

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 3823

6 City, state, and ZIP code
Lake City FL 32056

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
2	7	-	1	8	6	8	4	2	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Barbara White Date ▶ 5/22/23

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*



ADDENDUM NO. 01

This addendum is issued as part of the specifications and contract documents entitled:

**CITY OF BUNNELL
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
CITY RFQ NO: 2023-02**

Date Issued: April 27, 2023

A. QUESTIONS & ANSWERS

Question 1: Who are your current engineers?

Answer 1: The City is currently under contract with Alliant, CPH, Kimley-Horne and Mead & Hunt for utility engineering services.

Question 2: How many firms does the City intend to select?

Answer 2: As the City is requesting services for several different Infrastructure needs, there is no specific quantity of firms intended to select. Not all firms will be able to render all-inclusive services.

Question 3: The RFQ mentions a pre-bid meeting, but it is not listed in the schedule of events. Can the City confirm if there will be a pre-bid meeting?

Answer 3: Under Section III. CALENDAR OF EVENTS, it states the location where the Pre-Bid meeting and RFQ Opening will be held. This is an error, there will be no pre-bid meetings.

ACKNOWLEDGEMENT:

05/22/2023

Signature and Date

Shannon Williams, Marketing Manager

Printed Name and Title

North Florida Professional Services, Inc.

Company Name

PLEASE ACKNOWLEDGE ALL ADDENDUMS ON YOUR BID FORM

END ADDENDUM NO. 01



ADDENDUM NO. 02

This addendum is issued as part of the specifications and contract documents entitled:

**CITY OF BUNNELL
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
CITY RFQ NO: 2023-02**

Date Issued: May 5, 2023

A. QUESTIONS & ANSWERS

Question 1: Would the City please send a copy of your Standard Contract for our review? One was not provided with the RFQ document?

Answer 1: The City will provide a contract for review when entering into negotiations with the firms recommended by the Selection Committee and approved by the Commission.

Question 2: Is there any possibility I could request an extension of the Proposal deadline?

Answer 2: The City will provide a seven (7) day extension for the Last Date of Inquiries, the Proposal deadline and the RFQ Opening. The new Qualification deadline dates are as follows:

***Last Date of Inquiries: May 16, 2023 at 4 PM
Qualification Statements Due: May 23, 2023 at 2:00 PM
RFQ Opening: May 23, 2023 at 2:30 PM***

ACKNOWLEDGEMENT:

S. C. Williams

05/22/2023

Signature and Date

Shannon Williams, Marketing Manager

Printed Name and Title

North Florida Professional Services, Inc.

Company Name

PLEASE ACKNOWLEDGE ALL ADDENDUMS ON YOUR BID FORM

END ADDENDUM NO. 02



ADDENDUM NO. 03

This addendum is issued as part of the specifications and contract documents entitled:

**CITY OF BUNNELL
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
CITY RFQ NO: 2023-02**

Date Issued: May 17, 2023

A. QUESTIONS & ANSWERS

Question 1: Project References are requested for three (3) sections (Section G, Appendix A – Reference Form, Appendix A – Client Reference Letters). May you please provide a brief description of the anticipated information (and how it differs) to be included?

Answer 1:

VII. EVALUATION CRITERIA Section G. explains that firms will be ranked by the relevance and quality of the references provided.

Appendix A – Reference Form is a list of clients to whom services have been provided by your firm, similar to those described in the RFQ.

Appendix A – Client Reference Letters are reference letters from clients regarding services that your firm provided to them, similar to those described in the RFQ.

Question 2: The “Appendix A Required Forms Packet” list varies from page 18 to page 20. On page 18 there are two (2) requests for insurance information (Appendix A - Insurance Requirements Form, Appendix A – Copy of Firm’s Certificate of Insurance). However, on page 20 there is only a single request for insurance information (Appendix A – Insurance Requirement Form). If we provide a copy of our Certificate of Insurance (COI), will that suffice for both documents?

Answer 2: Both documents are required to be included with the RFQ submittal.

Appendix A – Insurance Requirements Form is more of a checklist and verification that the firm understands and has included all the requirements for the insurance.

Appendix A – Copy of Firm’s Certificate of Insurance is the actual certificate.

Question 3: Within the Proposal Submission section on page 17, an ADA compliant electronic copy of the Proposal is requested. May you please clarify the definition of ADA Compliant regarding an electronic document?

Answer 3: The City makes every effort to have information accessible to those with disabilities per the Americans with Disabilities Act (ADA), this includes files. Accessible PDFs require certain elements: tagging in a logical reading order, proper heading structure, alternate text for images, proper table and list formatting and usage, etc.

If software is unavailable, PDF documents' Accessibility Tool can run Accessibility Checks and Reports to find out what elements are passing or failing compliance.

ACKNOWLEDGEMENT:

 05/22/2023
Signature and Date

Shannon Williams, Marketing Manager
Printed Name and Title

North Florida Professional Services, Inc.
Company Name

PLEASE ACKNOWLEDGE ALL ADDENDUMS ON YOUR BID FORM

END ADDENDUM NO. 03



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/26/2022

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).

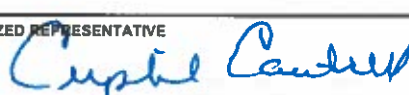
PRODUCER Trevor Hickman Insurance 383 SW Baya Dr Lake City FL 32025		CONTACT NAME: Crystal Cantrell PHONE (A/C, No, Ext): (386) 752-0006 E-MAIL ADDRESS: crystal@thinsagency.com FAX (A/C, No): (386) 752-9806																						
INSURED North Florida Professional Services Inc P.O. BOX 3823 Lake City FL 32056-3823		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>NATIONWIDE INS CO OF AMERICA</td> <td>25453</td> </tr> <tr> <td>INSURER B:</td> <td>DEPOSITORS INSURANCE</td> <td>42587</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	NATIONWIDE INS CO OF AMERICA	25453	INSURER B:	DEPOSITORS INSURANCE	42587	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																								
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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:	Y	N	ACPBPOZ5924388204	03/22/2022	03/22/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 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 type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:	Y	N	ACPBPOZ5924388204	03/22/2022	03/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ACPWCD5924388204	03/22/2022	03/22/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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5/26/2022

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PRODUCER AssuredPartners of Washington, LLC 19689 7th Ave NE, Ste 183 PMB #369 Poulsbo WA 98370	CONTACT NAME: Anni Owens	
	PHONE (A/C. No. Ext): 360-626-2021	FAX (A/C. No.): 360-626-2021
E-MAIL ADDRESS: anni.owens@assuredpartners.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Hudson Insurance Company		25054
INSURED North Florida Professional Services Inc PO Box 3823 Lake City FL 32056	18876	INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ 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 <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

For Information Only

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

Additional Insured Status is not available on Professional Liability Policy.

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 Form ACORD 25 (01/16/03)
 \$2,000,000 Aggregate

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AGREEMENT NO. 2023-12

**LETTER AGREEMENT FOR
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
BETWEEN ALLIANT ENGINEERING, INC. AND
CITY OF BUNNELL, FLORIDA**

THIS AGREEMENT ("Agreement") is for Professional Infrastructure Engineering Services between the City of Bunnell ("CITY"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 604 East Moody Boulevard Suite 6, Bunnell, Florida, and Alliant Engineering, Inc., a Florida corporation, ("CONSULTANT"), 10475 Fortune Parkway Suite 101, Jacksonville, FL 32256

WHEREAS, the CITY has need of professional engineering services for its Infrastructure Department; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of CONSULTANT, based on the CONSULTANT's response to RFQ #2023-02 – Request Qualifications for Infrastructure Engineering Services; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their CONSULTANT's and subconsultant's; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency agreements must include certain statutorily required provisions concerning the CONSULTANT's compliance for Florida's Public Records Act; and

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

1. The relationship of the CONSULTANT to the CITY will be that of a professional consultant to provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to the CONSULTANT's profession, and CONSULTANT will endeavor to provide to the CITY prompt and efficient consulting services to the best of its ability.
2. CONSULTANT is hereby retained and employed as the Engineering Services Consultant and will work with the CITY to provide said services in accordance

with the scope of services outlined in RFQ # 2023-02.

3. CONSULTANT agrees to prepare and complete a report to the CITY, detailing the status of services provided pursuant to this Agreement at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. CONSULTANT may be asked to present the deliverables in person for review by staff or for discussion at a scheduled City Commission meeting.
4. The term of this Agreement shall be effective for a three (3) year period immediately following the date of execution of the Agreement by the CITY. The CITY reserves the sole right to renew this agreement in writing for two (2) additional twelve (12) month periods prior to the expiration of each term. The term of this Agreement does not relieve the CONSULTANT of any future responsibility as described in paragraph eight (8) of this Agreement.
5. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, CONSULTANT shall be authorized to receive payment for all work performed up to the date of termination.
6. With regard to compensation paid to CONSULTANT, CONSULTANT shall furnish to the CITY on a monthly basis an itemized invoice detailing all of CONSULTANT's hours, services, expenses and any other services utilized by the CITY during the preceding month. Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule (Exhibit A). CONSULTANT shall compute the total amount due for the preceding month and all amounts due CONSULTANT shall be paid on a monthly basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. CONSULTANT acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.
7. General Considerations.
 - a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by CONSULTANT and presented to the CITY pursuant to this Agreement are and remain the property of the CITY as instruments of service.
 - b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by CONSULTANT shall be made available to the CITY upon request and shall be considered public records, pursuant to F.S. 119.0701.
 - c. CONSULTANT shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of

- three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The CITY shall have the right to order, inspect and copy all such records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-consultants (if any).
- d. CONSULTANT shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
 - e. CONSULTANT shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFQ # 2023-02, naming CITY as an additional insured in each such policy.
 - f. Upon CONSULTANT's written request, the CITY will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as CONSULTANT and CITY mutually deem necessary, and CONSULTANT may rely upon same in performing the services required under this agreement.
 - g. The CITY and CONSULTANT each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the CITY nor CONSULTANT shall assign or transfer their interest in this agreement without the prior written consent of the other party.
8. Should any other professional services be called for by the CITY which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The CONSULTANT may be required to provide additional services to the CITY on challenges, public protests, administrative hearings or similar matters. The CONSULTANT shall be available to represent the CITY, serve as an expert witness and provide supporting documentation as necessary.
 9. The Agreement documents, which comprise the entire Agreement between CITY and CONSULTANT and which are further incorporated herein by reference, consist of the following:
 - a. Architects/Engineers hourly rates, as attached to this agreement (Exhibit A)
 - b. RFQ 2023-02 Infrastructure Engineering Services
 - c. CONSULTANT's RFQ Documents
 10. CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other

persons employed or utilized by the CONSULTANT in the performance of the Agreement.

11. CONSULTANT, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the CITY and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the CITY, except as provided in the scope of services called for herein. CONSULTANT is hereby designated as an independent CONSULTANT to the CITY and none of the employees, agents or servants of the CONSULTANT shall have, or be entitled to, any of the fringe benefits applicable to employees of the CITY.
12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.
13. CONSULTANT does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Flagler County, Florida, and CONSULTANT hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the CITY in any other State Court, Federal Court or administrative tribunal.
14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.
15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.
16. Work Orders.
 - a. The provision of services to be performed under this Agreement may commence immediately upon the execution of this Agreement or a work order as directed and determined by the CITY. Services to be provided by the CONSULTANT to the CITY shall be negotiated between the CONSULTANT and the CITY. Each work order shall reference this Agreement by title and date, include a detailed description of quantities, services, and a completion schedule, and will be provided on CONSULTANT letterhead. The services described in said work order will commence upon approval by the CITY as notice to proceed.
 - b. If the services required to be performed by a work order are clearly defined, the work order shall be issued on a "fixed fee" basis. The CONSULTANT shall perform all services required by the work order but

in no event shall the CONSULTANT be paid more than the negotiated fixed fee amount stated therein.

- c. The CONSULTANT and the CITY agree to make every effort to adhere to the schedule established for the various work orders described in the work order.
- d. If the services are not clearly defined, the work order may be issued on a "time basis method" and contain a not-to-exceed amount. If a not-to-exceed amount is provided, the CONSULTANT shall perform all work required by the work order; but in no event shall the CONSULTANT be paid more than the not-to-exceed amount specified in the applicable work order.
- e. For work orders issued on a "fixed fee basis," the CONSULTANT may invoice the amount due based on the percentage of total work order services performed and completed; but in no event shall the invoice amount exceed a percentage of the fixed fee amount equal to a percentage of the total services completed.
- f. For work orders issued on a "time basis method" with a not-to-exceed amount, the CONSULTANT may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the not-to-exceed amount equal to a percentage of the total services completed.
- g. Each work order issued on a "fixed fee basis" or "time basis method" with a not-to-exceed amount shall be treated separately for retainage purposes. If the CITY determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.
- h. For work orders issued on a "time basis method" with a limitation of funds amount, the CONSULTANT may invoice the amount due for services performed and completed. The CITY shall pay the CONSULTANT one hundred percent (100%) of the approved amount on work orders issued on a "time basis method" with a limitation of funds amount.

17. Change Orders.

- a. The CITY may revise the description of services set forth in any work order.
- b. Revisions to any work order shall be authorized in writing by the CITY as a change order. Each change order shall include a schedule of completion for the services authorized. Change orders shall identify this Agreement and the appropriate work order number. The change orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. A agreement between the parties on and execution of any change order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to

the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONSULTANT schedule.

- c. If instructed by the CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The CONSULTANT must submit for CITY approval a revised qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by change order to the work order.

18. Compensation.

- a. Compensation to the CONSULTANT for the services performed on each work order shall be as set forth the work order/change order.
- b. The CITY shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. And other items not directly attributable to items produced for each work order.
- c. Work performed by the CONSULTANT without written approval by the CITY's designated representative shall not be compensated. Any work performed by the CONSULTANT without approval by the CITY is performed at the CONSULTANT's own election.
- d. In the event the CITY fails to provide compensation under the terms and conditions of this Agreement, the CONSULTANT shall notify the CITY's designated representative in order that the CITY may take remedial action.
- e. Pricing has been calculated based on the current prices for the goods and/or services that are the subject hereof. However, the market for the goods and/or services that pertain to this Agreement may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The CONSULTANT agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Agreement which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Agreement, the CITY agrees, upon written request from the CONSULTANT, to consider a reasonable adjustment to the prices set forth in this Agreement based upon the following index: engineering news record, construction cost index, etc. Any claim by the CONSULTANT for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such request from the CONSULTANT will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable.
- f. Expiration of the term of this Agreement shall have no effect upon purchase orders/work orders issued pursuant to this Agreement and

prior to the expiration date.

19. Invoice Process.

- a. Payments shall be made by the CITY to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each work order shall be invoiced separately. The CONSULTANT shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing all services rendered, the cost of the services, the name and address of the CONSULTANT, work order number, Agreement number and all other information required by this Agreement.
- b. Invoices which are in an acceptable form to the CITY and without disputable items will be processed for payment within thirty days of receipt by the CITY.
- c. The CONSULTANT will be notified of any disputable items contained in invoices submitted by the CONSULTANT within fifteen days of receipt by the CITY with an explanation of the deficiencies.
- d. The CITY and the CONSULTANT will make every effort to resolve all disputable items contained in the CONSULTANT's invoices.
- e. Each invoice shall reference this Agreement, the appropriate work order and change order, if applicable, and the billing period.
- f. The Florida Prompt Payment Act shall apply when applicable.
- g. Invoices are to be forwarded directly to:

Infrastructure Department
PO Box 756
Bunnell, Florida 32110
matwood@bunnellcity.us

20. Termination of Agreement.

- a. The CITY may terminate this Agreement or any work order for convenience at any time for one or more of the reasons as follows:
 - (1) If, in the CITY's opinion, adequate progress under a work order is not being made by the CONSULTANT; or
 - (2) If, in the CITY's opinion, the quality of the services provided by the CONSULTANT is/are not in conformance with commonly accepted professional standards, standards of the CITY, the requirements of federal or state regulatory agencies, and the CONSULTANT has not corrected such deficiencies in a timely manner as reasonably determined by the CITY; or
 - (3) The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT; or
 - (4) The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for

- the benefit of creditors; or
 - (5) The CONSULTANT violates the standards of conduct provisions herein or any provision of state or local law or any provision of the CITY code of conduct.
 - b. In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter requesting that the CONSULTANT show cause why the Agreement or any work order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within fourteen calendar days of the receipt of the letter, the CITY may consider the CONSULTANT to be in default and may immediately terminate this Agreement or any work order in progress under this Agreement.
 - c. In the event that this Agreement or a work order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the work order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONSULTANT.
- 21. Termination by CITY Without Cause.
 - a. Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific work order without cause, if such termination is deemed by the CITY to be in the public interest, provided that thirty calendar days prior written notice is given to the CONSULTANT of the CITY's intent to terminate.
 - b. In the event that this Agreement is terminated, the CITY shall identify any specific work order(s) being terminated and the specific work order(s) to be continued to completion pursuant to the provisions of this Agreement.
 - c. This Agreement will remain in full force and effect as to all authorized purchase order(s)/work order(s) that is/are to be continued to completion.
- 22. Payment in the Event of Termination.

In the event this Agreement or any work order is terminated or canceled prior to final completion payment for the unpaid portion of the services actually provided by the CONSULTANT to the date of termination shall be paid to the CONSULTANT.
- 23. Action Following Termination.

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.
- 24. Suspension.

- a. The performance or provision of the CONSULTANT services under any work order under this Agreement may be suspended by the CITY at any time.
- b. In the event the CITY suspends the performance or provision of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date Stated in the notice. The CITY shall pay to the CONSULTANT within thirty days all compensation which has become due to and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended provision of services unless and until the CITY's designated representative notifies the CONSULTANT in writing that the provision of the services of the CONSULTANT called for hereunder are to be resumed by the CONSULTANT.
- c. Upon receipt of written notice from the CITY that the CONSULTANT's provision of services hereunder are to be resumed, the CONSULTANT shall continue to provide the services to the CITY.

25. Alternative Dispute Resolution.

- a. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.
- b. The CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONSULTANT had knowledge and failed to present during the CITY procedures.
- c. In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

26. Severability.

- a. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.
- b. All provisions of this Agreement shall be read and applied in pari materia. With all other provisions hereof.
- c. Violation of this Agreement by the CONSULTANT is recognized by the

parties to constitute irreparable harm to the CITY.

27. Controlling Law / Venue / Interpretation.
 - a. This Agreement is to be governed by the laws of the State of Florida.
 - b. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.
 - c. This Agreement is the result of bona fide arm's length negotiations between the CITY and the CONSULTANT, and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

28. Indemnity.
 - a. CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed by the CONSULTANT in the performance of the Agreement.
 - b. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.
 - c. In claims against any person or entity indemnified under this Section by an employee of the CONSULTANT or its agents or subconsultant's, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or its agents or subconsultants, under workers compensation acts, disability benefits acts, or other employee benefit acts.
 - d. The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the indemnification provision in this Agreement; however, the CONSULTANT must also comply with the provisions of this Agreement relating to insurance coverages.

29. Insurance.
 - a. The CONSULTANT shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a best rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:
 - (1) Workers Compensation/Employer Liability: the CONSULTANT shall provide Workers Compensation Insurance for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:

\$500,000 each accident
\$500,000 disease each employee
\$500,000 disease (policy limit)

- (2) Comprehensive General Liability: the CONSULTANT shall provide coverage for all operations including, but not limited to, contractual, independent CONSULTANT, products and complete operations and personal injury with limits not less than the following:

\$1,000,000 bodily injury & property damage - each occurrence
\$2,000,000 general aggregate

- (3) Comprehensive Business Automobile Liability: the CONSULTANT shall provide complete coverage with a combined single limit of not less than \$1,000,000 bodily injury and property damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

- (4) Professional Liability: the CONSULTANT shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 csl or its equivalent, with a combined single limit of not less than \$1,000,000, protecting the CONSULTANT against claims of the CITY for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the CONSULTANT.

- (5) Other required insurance coverage: where unusual operations are necessary to complete the work, such as use of aircraft or watercraft, use of explosives, and any high-risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CITY which may, thereupon, require additional insurance coverages.

- b. All insurance other than workers compensation and professional liability that must be maintained by the CONSULTANT shall specifically include the CITY as an additional insured. All insurance minimum coverages extend to any subconsultant, and the CONSULTANT shall be responsible for all subconsultants.
- c. The CONSULTANT shall provide certificates of insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first work order under this Agreement. These certificates of insurance shall become part of this Agreement. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONSULTANT shall

relieve the CONSULTANT of the CONSULTANT's full responsibility for performance of any obligation including the CONSULTANT's indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its certificate of authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite best's rating and financial size category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the CITY, the CONSULTANT shall be deemed to be in default of this Agreement.

- d. The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the CITY by submission of a new certificate of insurance.
- e. The CONSULTANT shall provide certificate of insurance directly to the CITY's designated representative. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification required by this Agreement.
- f. Nothing in this Agreement or any action relating to this Agreement shall be construed as the CITY waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.
- g. The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONSULTANT. There are no third-party beneficiaries to this Agreement.
- h. The CONSULTANT is an independent CONSULTANT and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Agreement.
- i. All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

30. Equal Opportunity Employment / Non-Discrimination.

The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONSULTANT, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the federal government issued thereunder, and any and all

requirements of federal or State law related thereto.

31. In performing services hereunder, CONSULTANT shall comply with all federal, state and local laws and regulations. CONSULTANT shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. CONSULTANT shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for CONSULTANT to provide the type of services required hereunder.
32. CONSULTANT shall immediately notify CITY in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the CITY.
33. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.
34. Any public or private entity or official and any member of the public shall have access to any books, documents, papers, and records of the CITY and CONSULTANT which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. CONSULTANT agrees to comply with the Florida Public Records Law.

In addition to other Agreement requirements provided by law, the CONSULTANT must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service to the CITY under this agreement;
- b. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of any requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the public agency; and
- d. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

Failure of the CONSULTANT to abide by the terms of this provision shall be deemed a material breach of this Agreement and the CITY may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the Agreement.

35. **PUBLIC RECORDS COMPLIANCE.** CONSULTANT agrees that, to the extent that it may "act on behalf" of the CITY within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the public agency.
- d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the CONSULTANT or keep and maintain public records required by the public agency to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the Agreement, 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 Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- e. Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**BUNNELL CITY HALL
OFFICE OF THE CITY CLERK
604 E MOODY BLVD., UNIT 6
BUNNELL, FLORIDA 32110
(386) 437-7500**

PUBLIC RECORDS COMPLIANCE INDEMNIFICATION. CONSULTANT agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the CONSULTANT's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONSULTANT's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONSULTANT authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONSULTANT in Flagler County Circuit Court on an expedited basis to enforce the requirements of this section.

36. **COMPLIANCE/CONSISTENCY WITH SECTION 768.28, FLA. STAT.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.
37. **NON-APPROPRIATION.** The CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the CONSULTANT shall be notified as soon as is practical by memorandum from the CITY Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated notwithstanding any automatic renewal as may be provided in the Agreement. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the CITY, subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by an appropriation.
38. **E-VERIFY COMPLIANCE.** CONSULTANT affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONSULTANT is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONSULTANT requires from each of its subconsultants an affidavit stating that the subconsultant does not employ, Agreement with, or subcontract with an unauthorized alien, and that CONSULTANT is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

39. **COMPLIANCE/CONSISTENCY WITH SCRUTINIZED COMPANIES PROVISIONS OF FLORIDA STATUTES.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an agreement for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

Accordingly, CONSULTANT hereby certifies that CONSULTANT is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONSULTANT further hereby certifies that CONSULTANT is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONSULTANT understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONSULTANT to civil penalties, attorney's fees, and/or costs. CONSULTANT further understands that any agreement with CITY for goods or services of any amount may be terminated at the option of CITY if CONSULTANT (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars (\$1,000,000) or more, the Agreement may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

40. **ATTORNEYS' FEES AND COSTS.** Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

41. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

DUSTIN VOST, INFRASTRUCTURE MANAGER
PO BOX 756
BUNNELL, FL 32110

42. **EXHIBITS.** Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

ALLIANT ENGINEERING, INC.



Print Name: CURT WIMPEE, PE

Title: PRINCIPAL

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this __ day of _____, 2023, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:

CITY OF BUNNELL

Catherine D. Robinson, Mayor

Date: 08/14/2023

ATTEST:

Kristen Bates, CITY Clerk

Approved as to Legal Form

Vose Law Firm, CITY Attorney

Exhibit A



Billing Rate Ranges by Classification - 2023

Classification	Billing Rate Range*
Principal	\$210 - \$290
Associate	\$170 - \$230
Senior Professional Engineer	\$145 - \$190
Senior Environmental Compliance Specialist	\$140 - \$160
Construction Manager	\$125 - \$150
Professional Engineer	\$120 - \$135
Environmental Compliance Specialist	\$110 - \$135
Senior Construction Inspector	\$115 - \$135
Senior Survey Crew Chief	\$100 - \$130
Survey Field Manager	\$110 - \$130
Senior CADD Technician	\$100 - \$150
Professional Landscape Architect	\$100 - \$125
Graduate Engineer	\$95 - \$120
Construction Inspector	\$90 - \$110
Graduate Landscape Architect	\$85 - \$100
Survey Crew Chief	\$85 - \$110
CADD Technician	\$65 - \$110
Survey Office Tech	\$65 - \$110
Survey Field Tech	\$60 - \$80
Senior Administrative	\$100 - \$120
Administrative	\$70 - \$100

*Rates subject to change based on changes in staff.

PROPOSAL

Professional Infrastructure Engineering Services

RFQ No: 2023-02

Prepared for:



Prepared by:



Alliant Engineering
10475 Fortune Parkway, Suite 101
Jacksonville, FL 32256
TEL 904.240.1351

Contact: Brice Nelson, PE
TEL 904.723.4895

May 23, 2023

May 23, 2023

Mary Anne Atwood
Project Manager
City of Bunnell
604 E Moody Blvd., Suite 6
Bunnell, Florida 32110
✉ matwood@bunnellcity.us

Alliant Engineering, Inc.
10475 Fortune Parkway, Ste 101
Jacksonville, FL 32256
MAIN 904.240.1351
www.alliant-inc.com

**Building better communities
with excellence and passion.**



RE: RFQ for Professional Infrastructure Engineering Services RFQ No: 2023-02

Dear Ms. Atwood and Members of the Evaluation Committee:

Alliant Engineering, Inc. (Alliant) is a local and highly experienced engineering firm that is perfectly suited to provide professional services from the RFQ. We intend to show that we are not only highly qualified, but that we also have an intricate knowledge of the infrastructure challenges within smaller municipalities. **Mr. Curt Wimpée, PE** will serve as Alliant's Client Manager while **Mr. Brice Nelson, PE** will serve as the Project Manager and will be the City's main point of contact.

Alliant's proposed team of professionals provides the City of Bunnell with a comprehensive understanding and approach to meet (and exceed) the City's objectives and goals. Our corporate mission to build better communities with excellence and passion is evident within our culture and separates us from the rest.

As part of our program for other similar clients, we have developed an internal Quality Management Plan (QMP) that defines how our team will provide quality in delivering services to the City of Bunnell. As Project Manager, Brice will ensure that the process is followed for every major deliverable and milestone to the City. Alliant's experience with the quality control process has shown that it must be part of the everyday workflow and must be taken seriously from the top down and the bottom up.

Our team offers the City the following benefits:

Client and Project Leadership. We understand the City of Bunnell is looking for a consultant partner that is more than just a designer or engineer. You expect a partner that can lead and manage projects from concept through construction and efficiently address any challenges along the way. As your Project Manager, I will serve as your primary point of contact and will ensure that our team will be focused, flexible, and responsive to the needs of the City and its residents. We will focus on timely, honest, and open communication and delivering quality from the day the project starts all the way through project bidding, construction, and closeout.

Successful Track Record. Alliant has been serving local municipal clients since the opening of our Jacksonville office in 2015. We are proud of the relationships we have built with our clients and encourage you to contact our references in our project experience section for feedback on our commitment to quality and exceptional service. We thrive in a municipal pool environment, where we can truly function as an extension of your staff and are comfortable working alongside other firms within your pool when a project benefits from the involvement of multiple consultants. Our previous experience with the City of Bunnell shows our commitment to client satisfaction and delivering a high quality and value-engineered design. We have delivered numerous projects for the City through our current on-call contract and are confident that we can leverage our experience to add significant value to this renewed contract. Our quality control manager, **Curt Wimpée**, has developed strong relationships with all regional regulatory agencies over the past 23 years.

Dedicated Core Teams. We are committed to providing the City of Bunnell a consistent and dedicated team of engineers who bring you the right blend of specialized knowledge, hands-on experience, and creative out-of-the-box thinking to complement the City's in-house resources. We will complete your projects by matching the right experience to each assignment. We are committed to improving quality of living for people across Florida by delivery of high-quality professional engineering services executed within budget and project schedule constraints while providing exceptional client/customer service.

We are excited to continue to serve the City of Bunnell and are committed to providing the highest quality service for selected projects. Thank you for your consideration and we look forward to partnering with the City. Please feel free to contact me with any questions or if you require any additional information.

This proposal is a firm and irrevocable offer for ninety (90) days from the submittal date of the proposal. We acknowledge receipt of Addendum 1, 2, and 3.

Sincerely,

Alliant Engineering, Inc.



Brice Nelson, PE
Project Manager

✉ bnelson@alliant-inc.com

☎ 904.723.4895



Principal, Southeast Region

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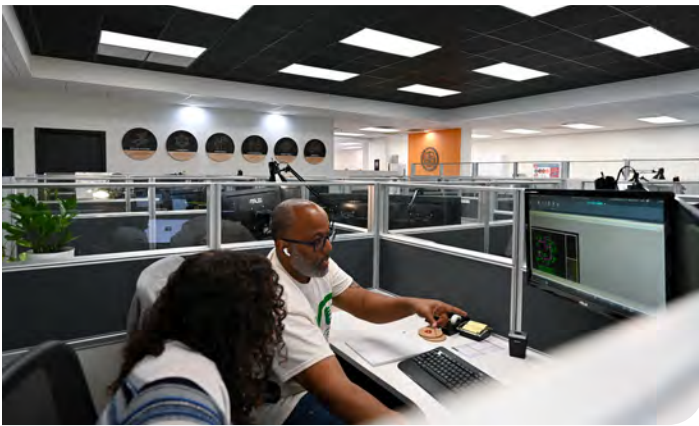
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A. Ability of Firm and It's Professional Team Composition

Alliant Engineering, Inc. (Alliant) offers professional design and project management services in Municipal Infrastructure and Land Development, Transportation, Traffic Engineering, Design-Build, Structural, Landscape Architecture, and Surveying.

Alliant's backbone is a professionally diverse group of talented professionals dedicated to providing quality design, management and construction services. Established in 1995, Alliant has provided 28 years of professional engineering services to a broad range of public and private clients. Our collaborative team approach and integrated management style allows us to efficiently complete projects while providing a high level of quality. We bring value to our clients by combining unmatched civil engineering expertise, experience and innovation.



In 2015, Minneapolis based Alliant opened an office in Jacksonville, Florida to better serve our existing clients in the southeast. Our southeast office provides the same high quality civil engineering services that our Midwest clients value. Leading our Florida office and the quality control manager for this project, is **Curt Wimpée, PE**, a Jacksonville native with over 28 years of experience in civil engineering. Curt has designed and permitted successful projects throughout central and northeast Florida including dozens of projects in and around the City of Bunnell.

Under the current professional engineering contract with the City of Bunnell, Alliant has been awarded numerous projects. In this iteration of the professional services contract, **we have refined our team and our processes to enhance our ability to meet your program goals.** In assembling the team, we paid special attention to these areas:

- **Breadth** — We added staff with additional capabilities so Bunnell can call on us for anything and be sure the project will be a success.
- **Depth** — We are an experienced firm with depth that will always have people ready to go.
- **Schedule and Quality** — We at Alliant are committed to timeliness, quality, and innovation.

Our team is organized (see **Exhibit 1**) to execute work orders quickly and ensure quality and timely delivery.

At the program level, we have the following critical roles:

- **Program Manager** — Responsible for building project teams tailored to meet project goals, provide ongoing project oversight, and be the primary point of contact for Bunnell. **Brice Nelson, PE** was selected to be our Program Manager because, following 23 years of experience in the industry, **he understands how to make City of Bunnell projects successful.**
- **Discipline Lead** — Responsible for identifying team members for individual work orders and ensuring uniformity in format and standards between projects. This individual is also an expert technical resource for project teams. These individuals are identified in the header for each discipline in **Exhibit 1** on the following page.
- **Quality Manager** — Responsible for ensuring all team members are trained in the Alliant Quality Management Process and verifying that quality processes are followed on individual projects. **Curt Wimpée, PE**, will be our Quality Manager.

The Alliant Team is entirely suited to perform the scope of work identified for the Professional Engineering Services. We have the depth of resources and skills to provide a full range of services in on-call public roadways, stormwater, water resources, and wastewater and water utility services. Our team's knowledge of the City of Bunnell's engineering and project development processes will allow us to support any of your needs through this contract.

Brice Nelson, PE will be the Program Manager and the single point of contact.

Contact Name: Brice Nelson, PE

Telephone: 904.723.4895

Email: bnelson@alliant-inc.com

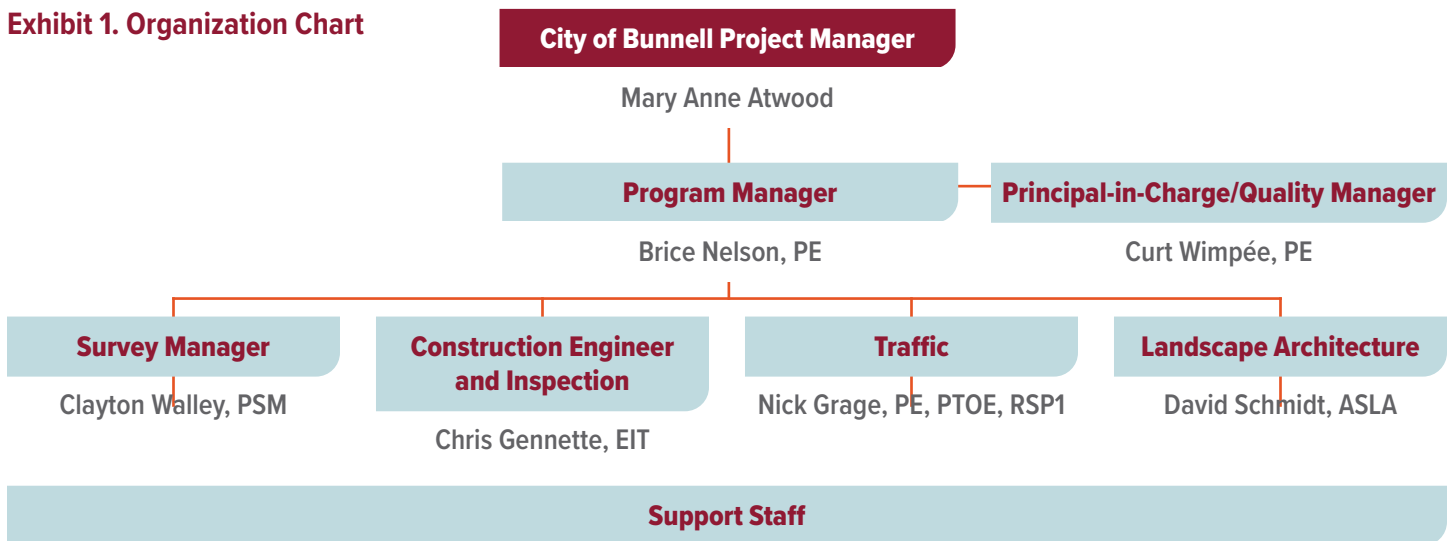
Mailing Address: 10475 Fortune Parkway, Suite 101
Jacksonville, FL 32256

B. Staff Qualifications

The core Alliant Team selected and proposed for this SOQ is an efficient and highly qualified group of professionals. These professionals have over 100 years of combined experience in civil engineering and have designed hundreds of municipal projects across North America. Our core team is supported by a pool of skilled production staff consisting of AutoCAD technicians and engineers that have been trained by Alliant to provide only the highest quality plans and specifications using the latest software and cutting-edge industry tools.

The following section provides a brief overview of the Key Personnel proposed for the City of Bunnell and identifies what role each person will play in this project. Their years of experience and areas of expertise are also included. Since this section only provides a brief overview, please review the resumes at the end of this section for more detail. The Project Organizational Chart is shown in **Exhibit 1** below.

Exhibit 1. Organization Chart



Alliant has more than 15 available staff to provide assistance on work orders throughout the contract.

KEY PERSONNEL



Brice Nelson, PE

Role: Program Manager

Mr. Nelson has a diverse background in civil engineering with 23 years of experience ranging from water/wastewater to stormwater and transportation projects. Brice has extensive expertise in design, construction administration, cost savings engineering, municipal design, water and sewer distribution and storm water management projects. Brice is a recent hire as a Senior Civil Engineer to Alliant Engineering and with his diverse background in general civil engineering he will be a great asset with many different facets within the civil engineering field.

As Alliant's PM, his goal is to successfully lead the project design team by using constant communication that establishes clear expectations, well defined goals and regular accountability. In addition, Curt will work as a liaison between City staff, project stakeholders, permitting agencies, and the design team.



Curt Wimpée, PE

Role: Principal-in-Charge/Quality Manager

Mr. Wimpée will be Alliant's Principal-in-Charge/Quality Manager for the City of Bunnell. Curt is a Vice President at Alliant and has 28 years of experience in municipal engineering, land development and transportation. Curt's experience includes localized and regional utility extensions, lift stations, City and DOT roadway reconstructions and new roadways, MOT plans, signage and striping plans, concrete and asphalt pavement design, storm water management systems, regional drainage studies, residential mixed use, and large-scale commercial developments. He has successfully served as project manager on the City of Bunnell contract for over six years.

Having worked in both the private and the public sectors, Curt has developed an approach that carefully balances the interests of stakeholders with a private developer's keen eye for value. He understands that successful projects are judged not only by quality, price and speed, but also by satisfied stakeholders and the community served.

Curt has worked in and performed engineering services in Flagler County for the past 23 years. He has served as the PM and Engineer of Record for dozens of projects in the region, including many within the City of Bunnell. His local familiarity is evidenced by the past project listings in his attached resume.

As Vice President and a Principal of Alliant, Curt has the authority to balance resources and workload to meet challenges in design and schedule.



Clayton Walley, PSM

Role: Survey Manager

Clayton is dedicated to conducting monthly progress meetings and keeping in regular contact with the City's PM to discuss project scope, schedule and budget and maintain a project-wide action item log to guarantee the project remains on schedule. Once Alliant has been awarded a project, the PM will choose the appropriate support staff after discussing the project requirements with the City. ProjectWise software will be utilized for the efficient management of project data files. Alliant has the technology and qualified personnel in place to get a project up and running immediately upon award.

Clayton will be the survey manager throughout the project. Clayton is dedicated to conducting weekly/monthly progress meetings and keeping in regular contact with the City's PM to discuss project scope, schedule, and budget and maintain a project-wide action item log to guarantee the project remains on schedule.



David Schmidt, ASLA

Role: Landscape Architecture

Mr. Schmidt has more than 15 years of experience in the fields of land development planning, landscape architecture, urban design, and project management and is the Director of Landscape Architecture at Alliant. His primary responsibilities include internal project management, regulatory approvals, site layout and design, construction documentation, regional and community planning, and graphic design. He is also a valuable resource for training and troubleshooting in various software platforms such as Autodesk AutoCAD, Land-FX Planting, Land FX Details, Land-FX Ref Notes, SketchUp and SketchUp Layout, Adobe CC Suite focusing on Photoshop, InDesign & Illustrator, all Microsoft suite products, cloud computing, and data management.



Nick Grage, PE, PTOE, RSP1

Role: Traffic

Nick has 11 years of experience in traffic and transportation engineering, working on a variety of large roadway and smaller stand-alone projects throughout the Midwest. As a certified Roadway Safety Professional, Nick specializes in intersection and roadway safety evaluations. However, Nick has a wide range of experience that includes traffic modeling, corridor studies, traffic impact studies, intersection control evaluations, and the preliminary and final design of traffic signals, ITS, and roadway signing and lighting systems. Furthermore, he is highly experienced with the traffic operation and safety analysis of city, county and state highway facilities, including corridor studies and intersection control evaluations to support concept development and preliminary engineering efforts.



Chris Gennette, EIT

Role: Construction Engineer and Inspection

Mr. Gennette is a Project Engineer with over eight years of experience in civil engineering and construction management. Chris has provided design and project management for numerous public and private infrastructure projects in NE Florida. Chris specializes in the planning, scheduling, budgeting, review and inspection of heavy highway infrastructure. He has performed utility, street, MOT, and SWPPP inspections, and has coordinated materials testing for projects.



Brice Nelson, PE

Role: Program Manager

RELEVANT EXPERIENCE

Galesburg Clarifier and Reed Bed *Galesburg, WI (Municipal Utility)* Project Manager and Engineer of Record for design and construction phase. This project was a result of the new phosphorus regulations and a report showing the construction of a new clarifier and water quality trade would be the most economically efficient solution. The PER for the wastewater compliance showed the Lagoons needed a clarifier at the end of the treatment to remove phosphorus before discharging to the river. The HGL calculations was performed from the discharge point to the influent of the lagoon. There were pumps designed for the reed bed filtrate to pump from the reed beds back to the influent as well as a pump designed to pump from the clarifier to the reed beds. The clarifier was a 25-foot-wide structure within influence from groundwater, which required rebar sizing and spacing calculations for the 14-foot-deep clarifier and anti-floatation calculations. The State of Wisconsin did not have any design criteria for reed bed underdrain systems, so we had to work with the WDNR to develop appropriate plans and underdrain calculations for the reed bed filtration system.

Alma Center Well and Watermain Extension *Alma Center, WI (Municipal Utility)* Project Manager and Engineer of Record for design and construction phase. The City's only well was over 100 years old and DNR had been pushing the City to construct a second well. The funding was utilizing the SRF program. To help obtain additional principal forgiveness both a PER report and asset management plan was completed prior to the plan development and construction. A WaterCAD model of the entire town with the water tower, existing well and proposed well was completed. The model ran numerous fire flow scenarios and discussed those results in the PER. The project had two concept plans for the watermain extension route, which was presented to the City. The project involved obtaining an ACOE permit, a DOT driveway permit, and the watermain was bored under the DOT highway.

Alma Center Elevated Storage Tank Repainting and Repairs *Alma Center, WI (Municipal Utility)* Project Manager and Engineer of Record for design and construction phase. Alma Center had its elevated storage tank built in 1995, which had never been repainted. Inspections determined the inside of the tank was very corroded. The exterior was showing signs of corrosion as well. Due to the wet interior being included in the project, the DNR needed to review and provide a permit. During the permitting process, it was determined a vent and valving were outdated in DNR standards and needed to be updated. A temporary pump was used to keep the pressure of the system up while the storage tank was drained. The project was completed with the elevated storage tank out of service for only approximately 30 days.

Ross Watermain Extension and Sewer Replacement *Ross, ND (Municipal Utility)* Project Manager and Engineer of Record for the Watermain Extension and Sewer Replacement Project. Ross was a community that was not prepared for the oil boom in North Dakota. The design included a watermain extension that fed a man camp to the north of town. It tied into an existing watermain that a contractor had installed, but the Department of Health had never approved the watermain the contractor installed. Part of the project was to develop a plan with the Health

YEARS OF EXPERIENCE

Total: 23 years, Years with Alliant:
Less than 1 year

PROFESSIONAL REGISTRATIONS

Florida (Pending)

South Dakota (15708)

North Dakota (PE-8217)

Iowa (P27204)

Virginia (0402049573)

EDUCATION

B.S. Civil Engineering,
Southern Illinois University

MBA, University of Mary

PROFESSIONAL AFFILIATIONS

National Society of Professional
Engineers

American Society of Civil Engineers

American Water Works Association

AREAS OF EXPERTISE

- Project Management
- Utility Design
- Lift Stations
- Roadway Design
- Drainage Studies and Stormwater Management System Design
- General Engineering Consulting
- Construction Administration
- Public Meeting Participation

Department to review the conditions in the field and obtain approval of the watermain. The watermain that was installed in the man camp was bored for depth throughout the installation and verified for material. A valve was installed on the watermain to isolate it for a pressure test once the extension was connected to it. The extension crossed the BNSF railroad in two locations, so it was bored under the tracks along with all the permitting requirements. The extension also crossed through a wetland area, which was bored to avoid mitigation. The watermain was replaced throughout the entire town as well as the sanitary sewer and storm sewer. In addition to the utilities, all the gravel roads in town were replaced as well.

Minot Fire Station Training Grounds *Minot, ND (Municipal Utility)* Project Manager for the City project. This project was moving the fire training grounds to a city property that was a closed landfill. We used a geotechnical firm to determine the extents of the garbage. The project included designing a watermain and sanitary sewer extension. The watermain crossed a four-lane divided highway owned by DOT. The watermain was designed to be bored under the highway. A city standard road and cul-de-sac had to be designed for the training grounds. The development of the training grounds stormwater had to meet a developed master plan. The buildings were all moved across town from the existing training grounds, including moving a two-story building. All the sewer and water lines had to be designed to avoid freezing in winter as they were connecting to mainly mobile trailers.



Curt Wimpée, PE

Role: Principal-in-Charge/Quality Control

Mr. Wimpée is a Senior Project Manager with 28 years of experience in all areas of civil engineering. Curt has provided design and project management for numerous infrastructure projects in Flagler County Florida and across North America. Having worked in both the public and private sectors, he has a unique understanding of how to proactively communicate with communities and project stakeholders while always looking for unique and value-added solutions to design.

YEARS OF EXPERIENCE

Total: 28 years, Years with Alliant: 8

PROFESSIONAL REGISTRATIONS

Florida (79764)

Minnesota (40487)

EDUCATION

B.S. Civil Engineering,
University of Minnesota

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers,
FCARD, NEFBA

AREAS OF EXPERTISE

- Project Management
- Utility Design
- Lift Stations
- Drainage Studies and Stormwater Management System Design
- Roadway Design and Reconstruction
- Maintenance of Traffic
- Signings and Markings
- General Engineering Consulting
- Public Involvement
- Public Meeting Participation

RELEVANT EXPERIENCE

- Sherriff's Operations Center – Flagler County, FL
- Old Brick Road – Flagler County, FL
- Grand Reserve Reclaim Watermain Extension – Bunnell, FL
- Southside Sewer Improvements – Bunnell, FL
- West Side Sewer improvements – Bunnell, FL
- SR 100 Reclaimed Water Main Extension – Bunnell, FL
- Bulow Plantation DRI – Flagler County, FL
- Old Kings Village – Flagler County, FL
- Old Hammock Plantation – Flagler County, FL
- Renaissance at Hammock Dunes – Flagler County, FL
- Beach Haven Residential Subdivision – Flagler County, FL
- Triangle Air Hanger Flex – Flagler County, FL
- Triangle Air II – Flagler County, FL
- Indian Trails Fire Station – Palm Coast, FL
- Matanzas Woods Retail Center – Palm Coast, FL
- Whiteview MPD Residential Subdivision – Palm Coast, FL
- Ryan's Landing Residential Subdivision – Palm Coast, FL
- Advent Health Educational and Medical Office Building – Palm Coast, FL
- Matanzas West Mixed-Use – Palm Coast, FL
- Colbert Lane Regional Utility and Roadway Improvements – Palm Coast, FL
- Rivergate Subdivision – Palm Coast, FL
- Sweetbottom Plantation Subdivision – Flagler County, FL
- Portofino Subdivision – Palm Coast, FL
- Park Place Subdivision – Palm Coast, FL
- Forest Park Subdivision – Palm Coast, FL
- Colbert Landings Phase I & II – Palm Coast, FL
- Flagler Beach Mixed Use – Flagler Beach, FL
- The Preserve at Graham – Palm Coast, FL
- Hammock Preserve Mixed Use – Flagler County, FL
- Allie's Shore – Flagler County, FL
- Amanda Subdivision – Flagler County, FL
- Surf Club North Subdivision – Flagler County, FL
- Intracoastal Bank – Palm Coast, FL
- Pinnacles Professional Park – Palm Coast, FL
- Emeritus Assisted Living – Palm Coast, FL
- Hammock Beach Commercial – Flagler County, FL
- Hammock Beach Commercial Park South – Flagler County, FL
- H&S Mixed Use – Flagler County, FL
- Old Dixie Crossings – Flagler County, FL
- Grace Presbyterian Church – Palm Coast, FL
- Christ the King Lutheran Church – Flagler County, FL
- Rivergate Subdivision – Palm Coast, FL



Mr. Walley has over 25 years of land surveying experience. Clayton has provided survey services in numerous states and his expertise includes large-scale boundary and topographic surveys, construction staking, and as-built surveys. Clayton is skilled in project management, GPS mission planning and execution, low altitude UAV data acquisition, and CAD. He is well-versed in all aspects of surveying and project management. Clayton has been with Alliant for four years.

YEARS OF EXPERIENCE

Total: 25 years, Years with Alliant: 4

PROFESSIONAL REGISTRATION

Florida (LS7209)

EDUCATION

A.A.S. Industrial Engineering Technology,
Paul D Camp Community College

B.S. Business - Project Management,
University of Phoenix

PROFESSIONAL AFFILIATIONS

NEFBA

AREAS OF EXPERTISE

- Project Management
- Land Survey
- As-Built Survey
- Topographic Survey
- GPS
- UAV
- Platting

Clayton Walley, PSM

Role: Survey Manager

RELEVANT EXPERIENCE

Topographic Survey of Black Branch Creek and Hymon Circle *Bunnell, FL* Utilizing UAV technology as well as conventional methods to collect data and provide a survey for design. Focused on drainage to improve localized flooding.

Lift Station Sites FEMA Oversight *Flagler County, FL* Survey the rehab and generator addition of 20 lift stations.

River Glen Subdivision *Nassau County, FL* Oversight of platting for four new phases of existing subdivision.

SR 100 Moody Blvd. Route Survey/Topographic Survey *Bunnell, FL* Oversight of 5000' L.F. +/- route survey for utility design.

Village Park Subdivision *Clay County, FL* Survey oversight of six phase subdivision currently in the beginning of phase 3.

Pecan Park Road *Jacksonville, FL* Survey Manager on this project that will add extra traffic lanes and add new infrastructure while raising the overall elevation of the roadway. Responsible for QC field work including construction stake out, as built collection, coordinating settlement monitoring, monitoring of bridge structure, and overall project fluidity. Held regular field meetings with CEI to discuss settlement plate monitoring results.

A1A/May Street *St. Augustine, FL* Survey Manager on this project that rebuilt the intersection with new infrastructure. Responsible for coordinating crews and scheduling. QC field work including construction stake out, as built data collection, and monitoring structures for movement and settling. Regularly met with CEI on settlement monitoring results to ensure procedure and protocol.

SR 200 Widening *Yulee, FL* Senior Surveyor on this .5-mile corridor project that will add multiple travel lanes, improve drainage, install new pressure pipe systems, and build a new CIP bridge. Responsible for managing one crew, coordinating as-builts, and working with EOR to foresee issues and resolve them before they could stop production.

Airport Road Extension to Pecan Park Road *Jacksonville, FL* Senior Surveyor on this roadway project to connect the existing Airport Rd. To Pecan Park Rd. This project was comprised of roadway layout, settlement monitoring and included one CIP bridge.

JAXPORT Intermodal Container Transfer Facility *Jacksonville, FL* Senior Surveyor Container transfer facility to assist JAXPORT with logistics and container handling. Consisted of over 4 miles of track and over 10 acres of hardscape.



Mr. Schmidt has more than 15 years of experience in the fields of land development planning, landscape architecture, urban design, and project management and is the Director of Landscape Architecture at Alliant. His primary responsibilities include project management, regulatory approvals, site layout and design, construction documentation, regional and community planning, and graphic design.

YEARS OF EXPERIENCE

Total: 15 years, Years with Alliant:
Less than 1 year

PROFESSIONAL REGISTRATION

ASLA

Currently pursuing licensure as a Landscape Architect in Florida in 2023

EDUCATION

B.S. Landscape Architecture, University of Arkansas, Minor in Horticulture

PROFESSIONAL AFFILIATIONS

Local Florida Habitat for Humanity Chapter; The Urban Land Institute; American Society of Landscape Architects; League of American Bicyclists

AREAS OF EXPERTISE

- Project Management
- Tree Preservation & Mitigation Plan Preparation
- Landscape Code Minimum Plans
- Community Garden Design
- Hardscape Design
- Swimming Pool & Water Park Design
- Night Lighting Design

David Schmidt, ASLA

Role: Landscape Architecture

CONTINUED AREAS OF EXPERTISE

- Parks
- Neighborhood Trails
- Streetscape Design
- Water Feature Design
- Planting
- Irrigation Design
- Low Impact Development (LID)
- Public Meeting & Stakeholder Involvement
- Construction Administration

RELEVANT EXPERIENCE

Siesta Beach Park *Sarasota County, FL* Designer responsible for the 3D visioning of this high-profile park project in Sarasota County. The Siesta Beach Park project, ranked #1 beach in the US 2011, included a beach front esplanade to connect key park components, improved traffic circulation and parking, wayfinding signage, environmental permitting, bioswales, pervious pavement, Silva Cells, and other low impact design (LID) components.

Emerald Trail *Jacksonville, FL* Served as senior project manager for the construction of segment #1 and the design of segment #2. This signature multi-modal trail system will encompass approximately 30 miles of trails, greenways, and parks when complete and will encircle the urban core of the city and link at least 14 historic neighborhoods to downtown, Hogans Creek, McCoy's Creek, and the St. Johns River. The trail also links 16 schools, two colleges, and 21 parks among other destinations like restaurants, retail, and businesses, with 13 additional schools and 17 parks located within three blocks. Professional services included hosting neighborhood working groups and steering committee meetings, stakeholder meetings, worked closely with the City of Jacksonville Parks, Public Works, Transportation, Planning, and Investment Authority for theming and code compliance. Additionally, landscape design services were provided for tree mitigation, landscape plantings, hardscape treatments, bio-planters (LID), site furnishings, and presentation graphics for public meetings.

Gordon River Greenway Park *Collier County, FL* Provided landscape architectural services on a multidisciplinary design team who collaborated with County staff, related agencies, and the public to develop a creative, integrated, multifunctional park. The design included various project components such as parking for the zoo, kayak launches, a trailhead park, boardwalks, and soft line color renderings for client presentations. The resulting project became a beautifully landscaped passive park with meandering trails, boardwalks, pavilions, shelters, and a wetland preserve. Behind all these elements, the facility also provided attenuation of peak flood stages and water quality treatment serving as an important example for Collier County development.

Tom Bennett Park *Manatee County, FL* Provided master plan design and renderings for the public meeting process. Substantial environmental restoration of the waterfront was key to the project's success. Key design elements included a civic open space, amphitheater, several miles of trails and waterfront promenades, active recreation fields, a community building, and interpretive signage highlighting the significant environmental restoration for the project.

US 41 Landscaping Enhancements and Gateway Features *North Port, FL* Provided landscape architectural services and enhancements for US 41 spanning nearly three-mile of highway through the City of North Port. The project provides a harmonious streetscape that utilizes rhythm and repetition of landscape and lighting elements to create a sense of place within the area.

63-Acre Park *North Port, FL* Provided landscape architectural services for concept design, 3D visioning, public involvement, master plan renderings, educational signage, and construction documents. Winner of the 2010 Award of Merit by the Florida Chapter of the American Society of Landscape Architects, the 63-Acre Park is in North Port and was a collaborative process between our firm, the West Villages Improvement District, the City of North Port Parks Advisory Board, and local citizens. My team facilitated public workshops and worked together to produce a conceptual site plan that featured: environmental preservation, enhancement, and restoration; an aquatic center and water park; an adult softball complex, covered basketball courts, playground, nature trails, and interpretive signage that highlights the site's natural beauty and ecosystems. Additional landscape architectural services included coordination with the environmental consultants, park economist, and grant consultants to help ensure the economic viability and sustainability of the park.

Additional relevant projects include:

- H.A.R.T. Bus Rapid Transit - Hillsborough County, FL (Tampa)
- US 319 Improvements - City of Crawfordville, FL
- Woodville Highway Corridor Study - Woodville, FL
- West Village Thoroughfare Enhancements - North Port, FL
- Bee Ridge Rd Study - Sarasota, FL
- Ringling & Palm Roundabout - Sarasota, FL
- US 41 Study - Sarasota, FL
- Main Street Concepts - Sarasota, FL
- West Villages Fire Station #1 - North Port, FL
- Emerald Trail (Seg 1&2) - City of Jacksonville
- Siesta Beach Park – Sarasota, FL
- Nate Benderson Park – Bradenton, FL
- Bradenton Riverwalk - Bradenton, FL
- 63 Acre Park - North Port, FL
- Bennett Park - Bradenton, FL
- Gordon River Greenway Park, Collier County, FL



Mr. Gennette is a Project Engineer with over eight years of experience in civil engineering and construction management. Chris has provided design and project management for numerous public and private infrastructure projects in NE Florida. Chris specializes in the planning, scheduling, budgeting, review and inspection of heavy highway infrastructure. He has performed utility, street, MOT, and SWPPP inspections, and has coordinated materials testing for projects.

YEARS OF EXPERIENCE

Total: 8 years, Years with Alliant: 4 years

PROFESSIONAL REGISTRATION

Florida Engineer Intern (E.I.) No. 1100023135

Stormwater Erosion and Sediment Control Inspector

MOT Advanced Certification

OSHA 10 Hour

EDUCATION

B.S. Civil Engineering,
University of North Florida

AREAS OF EXPERTISE

- Construction Management
- Utility Coordination
- SWPPP Inspections
- Materials Testing Coordination

Chris Gennette, EIT

Role: Construction Engineer and Inspection

RELEVANT EXPERIENCE

SR-100 Reclaimed Water Main Extension *Bunnell, FL* Alliant performed a route survey of a 1-mile stretch of SR 100 (Moody Blvd) in the City of Bunnell from Grand Reserve Parkway to North Palmetto Street. This required deed research for all adjacent properties along the route including FDOT right-of-way. We completed full topo from the centerline of SR 100 to the North right-of-way including all overhead utilities, hardscapes, and vegetative features.

City of Bunnell Plan Reviews *Bunnell, FL* Reviewed construction material certifications, testing reports, and as-builts for pavement, limerick, soils, and utilities. Chris was in charge of reviewing and approving lot plats and form boards under direction of acting City Engineer. He had close coordination with the City for corrections.

Jacksonville Beach Lift Station Rehabilitation *Jacksonville Beach, FL* Chris reviewed project submittals and shop drawings for approval and correction. He was in charge of reviewing material costs and testing reports for subgrade, base, asphalt, and utilities against contract requirement for correction/approval.

Bunnell CIPP / Construction Administration *Bunnell, FL* Chris reviewed project submittals and shop drawings for approval and correction. He was in charge of reviewing material costs and testing reports for subgrade, base, asphalt, and utilities against contract requirement for correction/approval.

Westside Sewer Phase 1 and 2 *Bunnell, FL* Construction Engineer who reviewed monthly contractor pay applications and tracked work progress. Chris provided final walk-thrus and generated final punch list and supplied them to the contract. He was also in charge of helping generate technical specifications.

Advent Health Educational and Medical Office Building *Palm Coast, FL* Chris reviewed project submittals and shop drawings for approval and correction. He was in charge of reviewing material costs and testing reports for subgrade, base, asphalt, and utilities against contract requirement for correction/approval.

Hunters Creek *Taco Bell Orlando, FL* Chris reviewed project submittals and shop drawings for approval and correction. He was in charge of reviewing material costs and testing reports for subgrade, base, asphalt, and utilities against contract requirement for correction/approval.

Saddle Brook Landings *Jacksonville, FL* Construction Engineer who coordinated on-site meetings with contractor to discuss coordination issues and provided solutions to them after receiving concurrence with E.O.R. He also coordinated electrical design, approval, and pre-construction with JEA and the contractor.



Nick Grage, PE, PTOE, RSP1

Role: Traffic

RELEVANT EXPERIENCE

Nick has 11 years of experience in traffic and transportation engineering, working on a variety of large roadway and smaller stand-alone projects throughout the Midwest. As a certified Roadway Safety Professional, Nick specializes in intersection and roadway safety evaluations. However, Nick has a wide range of experience that includes traffic modeling, corridor studies, traffic impact studies, intersection control evaluations, and the preliminary and final design of traffic signals, ITS, and roadway signing and lighting systems. Furthermore, he is highly experienced with the traffic operation and safety analysis of city, county and state highway facilities, including corridor studies and intersection control evaluations to support concept development and preliminary engineering efforts.

YEARS OF EXPERIENCE

Total: 11 years, Years with Alliant: 5 years

PROFESSIONAL REGISTRATION

Minnesota (54159), Iowa (P23942), Wisconsin (45329-6), Florida (Pending)

EDUCATION

B.S. Civil Engineering, University of Minnesota

AREAS OF EXPERTISE

- Traffic Impact Studies
- Parking Studies
- Multi-Modal Corridor Studies
- Arterial Traffic Simulation and Modeling
- Intersection Control Evaluations
- Traffic Signal Operations and Timing
- Traffic Safety Studies

CSAH 42 & CSAH 27 Intersection Control Evaluation *Scott County, MN* Traffic Engineer for the analysis of CSAH 42 and CSAH 27 in Scott County. Several recreational and high-density residential developments were anticipated, requiring detailed trip generation and distribution efforts to predict future traffic patterns and develop strategies to maintain and improve traffic flow into the future. Nick developed the traffic and intersection analyses to address capacity and operational issues, assisting with access management revisions, traffic signal, and turn lane improvements to enhance corridor capacity and safety.

Lexington Avenue from I-694 to CR E *Arden Hills & Shoreview, MN* Traffic Engineer for the redesign of Lexington Avenue for reconstruction. Nick developed the traffic and intersection analyses to address capacity and operational issues, assisting with access management revisions, traffic signal, and turn lane improvements to enhance corridor capacity and safety. The project corridor is lined with big-box and other retail, food, and service businesses, as well as industrial properties that generate heavy traffic volumes resulting in delay, queuing, and safety concerns.

48th Street at Commercial Drive Intersection Control Evaluation *Rochester, MN* In response to a recent fatality, Nick worked with the City of Rochester to complete a comprehensive intersection control evaluation. The study reviewed historical and recent crash reports, completed a traffic operation analysis, vehicle speed and sight line evaluation. Forecast traffic volumes were developed in consideration of planned developments and the city’s comprehensive plan. Intersection geometric layouts and concept alternatives were developed and evaluated against key objectives and communicated to project stakeholders. A roundabout design was recommended and is currently being designed.

MnDOT District 3 ICE Reports *Districtwide (Ongoing)* Deputy Project Manager and Lead Traffic Engineer for the ongoing preparation of ICE reports for four intersections along TH 10 and TH 169. The project vetted several traffic control alternatives to improve intersection safety and operations at each of the assigned locations, considering the affects of seasonal variations on both weekday and weekend traffic volumes. As part of the evaluation process for each intersection Nick oversaw the analysis of operations and safety characteristics for multiple traffic control alternatives. Next steps include the development of conceptual layouts, collaboration with MnDOT staff to determine the feasibility of each proposed alternative, and ultimately the selection of final recommendations which will be documented in each ICE report.

MnDOT District 1 ICE Reports *Districtwide* Lead Traffic Engineer for the preparation of draft and final ICE reports for seven intersections throughout MnDOT District 1. The project identified the appropriate traffic control devices along with the optimal intersection geometrics to improve intersection safety and operations at each of the assigned locations. As part of the evaluation process for each intersection Nick analyzed operations and safety characteristics for multiple traffic control alternatives, oversaw the development of conceptual layouts, collaborated with MnDOT staff to determine the feasibility of each proposed alternative, and ultimately helped select final recommendations.

C. Firm's Related Experience

Alliant has been lending its expertise and experience to clients' projects for over 25 years. That includes land development, municipal engineering, transportation, and traffic engineering, preparation of construction documents, bidding assistance, and new to 2023 Landscape Architecture. Our team offers innovative solutions to our client's biggest challenges.

Review our full roster of service offerings below:

- Potable water
- Sanitary sewer
- Reclaimed water
- Paving
- Drainage
- Stormwater management
- Roadways and traffic engineering
- Multiuse/purpose trail and recreational facilities design
- Construction engineering observation and administration
- Plan reviews
- Development of technical documents
- Geographical information systems
- Land surveying and geotechnical services
- Environmental services
- Landscape Architecture
- Public involvement, public meeting preparation, and participation

Alliant is proud of our success serving local municipal clients. The projects listed below are examples of these successes.

After reviewing the scope of services listed in the RFQ, we are confident that Alliant can deliver the necessary engineering and owner representation services needed to deliver any City project. We can perform the complete suite of professional engineering services referenced. Alliant is currently performing similar services for the City and the City of Flagler Beach, and recently awarded contracts to provide in-kind support to the City of Atlantic Beach. Alliant's Florida staff are currently performing professional engineering services for our northeast Florida municipal clients.



SELECTED RELATED EXPERIENCE

Grand Reserve Reclaimed Water Main Extension

City of Bunnell, FL



Alliant prepared and submitted a St. Johns River Water Management District REDI Grant Application on behalf of the City of Bunnell, FL. Our scope for this design-bid-build project consisted of complete civil plans, bid documents and

construction administration for installation of approximately 1.5 miles of PVC/DIP reuse watermain pipe by open cut method. Pump upgrades and system rehabilitation were also part of the project. This was Phase 1 of the City's multi-phase plan to further develop the reuse infrastructure system. Alliant also modified the City's WWTP permit with FDEP.

Client	City of Bunnell, FL
Funding	SJRWMD, City of Bunnell
Duration	October 2017 - June 2018
Construction	\$417,000
Reference	Dustin Vost <i>Infrastructure Director</i> 386.437.7515 office, 386.986.6702 cell dvost@bunnellcity.us

Bunnell Westside Sewer Improvements - Phase 1

City of Bunnell, FL



Alliant prepared and submitted a St. Johns River Water Management District REDI Grant Application on behalf of the City of Bunnell, FL. The application was ranked #1 by the SJRWMD. The project consisted of sanitary sewer CIPP lining, lift station upgrades, and regional storm sewer and swale improvements to address ongoing flooding issues in this Deen Road neighborhood.

Client	City of Bunnell
Funding	SJRWMD, City of Bunnell
Duration	1.5 Years
Construction	December 2018 - April 2020
Budget	\$586,000
Reference	Dustin Vost <i>Infrastructure Director</i> 386.437.7515 office, 386.986.6702 cell dvost@bunnellcity.us

Bunnell Southside Sewer Improvements

City of Bunnell, FL



The City of Bunnell retained Alliant for this design-bid-build project that included bid documents, construction administration, and site inspections for the City's Southside Sewer Rehabilitation.

Client	City of Bunnell
Funding	Community Development Block Grant - HUD, City of Bunnell
Duration	12 Months
Construction	2019
Budget	\$824,000
Reference	Dustin Vost <i>Infrastructure Director</i> 386.437.7515 office, 386.986.6702 cell dvost@bunnellcity.us

SR 100 Reclaimed Water Main Extension

City of Bunnell, FL



Alliant prepared and submitted a St. Johns River Water Management District REDI Grant Application on behalf of the City of Bunnell, FL. The project was funded by the SJRWMD and Alliant performed a 1.1-mile route survey

along SR 100 (Moody Blvd) in the City of Bunnell from Grand Reserve Parkway to North Palmetto Street. This required deed research for all adjacent properties along the route including FDOT right-of-way. Alliant also prepared design and bid Documents for a reclaimed water main extension along SR 100.

Client	City of Bunnell
Funding	SJRWMD, City of Bunnell
Duration	10 Months
Construction	October 2019 - December 2019
Budget	\$367,000
References	Dustin Vost <i>Infrastructure Director</i> 386.437.7515 office, 386.986.6702 cell dvost@bunnellcity.us Mary Anne Atwood <i>Project Manager</i> 386.437.7515 office, 386.986.6702 cell matwood@bunnellcity.us

Bunnell Westside Stormwater Improvements - Phase 2

City of Bunnell, FL



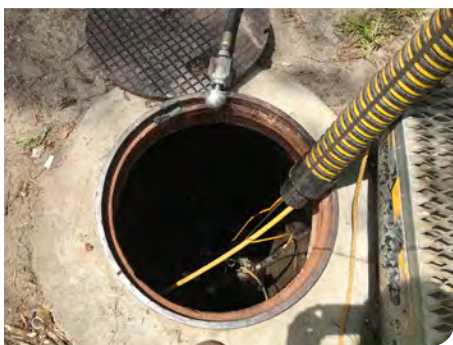
Alliant prepared and submitted a St. Johns River Water Management District REDI Grant Application on behalf of the City of Bunnell, FL. The focus of the project was to improve upon localized,

widespread flooding and improve stormwater runoff water quality to the impaired waterbodies downstream on Black Creek and Haw Creek. Water quality and flood mitigation included shallow grass retention swales and trench drains in place of the existing ditches. This project allowed the City to achieve increased stormwater infiltration, reduced nutrient loading and increased storage along Deen Road and Franz Street prior to the wetland discharge point.

Client	City of Bunnell
Funding	SJRWMD, City of Bunnell
Duration	Currently on Schedule
Construction	September 2020 - Present
Budget	\$420,787
References	<p>Dustin Vost <i>Infrastructure Director</i> 386.437.7515 office, 386.986.6702 cell dvost@bunnellcity.us</p> <p>Mary Anne Atwood <i>Project Manager</i> 386.437.7515 office, 386.986.6702 cell matwood@bunnellcity.us</p>

Slip Lining Rehabilitation

City of Bunnell, FL



Alliant prepared and submitted a St. Johns Water Management District REDI Grant Application on behalf of the City of Bunnell, FL. This project allowed the City to achieve slip lining of just over

2.85 miles of the City's wastewater collection infrastructure. Immediate reductions in infiltration and inflow (I & I) to the lift stations and wastewater treatment plant during heavy storm events were realized resulting in more efficient operation. This was phase 3 of a multi-phased plan to CIPP line all the existing vitrified clay pipe within the City.

Client	City of Bunnell
Funding	SJRWMD
Duration	6 Months
Construction	April 2020 - September 2020
Budget	\$500,000
References	<p>Dustin Vost <i>Infrastructure Director</i> 386.437.7515 office, 386.986.6702 cell dvost@bunnellcity.us</p> <p>Mary Anne Atwood <i>Project Manager</i> 386.437.7515 office, 386.986.6702 cell matwood@bunnellcity.us</p>

SR 100 Route Survey & Topo for Design

Bunnell, FL



Alliant performed a route survey of a 1-mile stretch of SR 100 (Moody Blvd) in the City of Bunnell from Grand Reserve Parkway to North Palmetto Street. This required deed research for all adjacent properties along the route including FDOT right-of-way. We completed full topo from the centerline of SR 100 to the North right-of-way including all overhead utilities, hardscapes, and vegetative features.

Client	City of Bunnell
Funding	City of Bunnell
Duration	6 months
Construction	N/A
Budget	\$12,000
Reference	<p>Dustin Vost <i>Infrastructure Director</i> 386.437.7515 office, 386.986.6702 cell dvost@bunnellcity.us</p>

D. Firm's Approach and Methodology

At Alliant, we take pride in delivering complex projects on difficult timelines. This can only be accomplished through great project management and a sound project approach. Open, honest and timely communication with the City, stakeholders, and potential sub-consultants is the key to project success.

We will facilitate all formal reviews in an organized and timely manner to keep the project moving forward. We will also conduct progress meetings to efficiently provide updates and to discuss particular design issues that are critical to the schedule for both the City and project team. Our Quality Management Plan (QMP) will be revised to be specific to each project and will be followed religiously throughout design.

For a project to be efficient, not only does the engineering and project management need to be effective but understanding the permitting agencies and maintaining those key relationships is a necessity. Alliant has performed a multitude of project in the City of Bunnell and has both the expertise of dealing with the appropriate permitting agencies as well as maintaining those relationships needed to be efficient with complex projects. Alliant has developed relationships over the years with sub-consultants as well as contractors. Alliant has the expertise and knowledge to develop designs to help minimize cost to our clients during construction. This can be done because of our extensive knowledge of building systems and construction techniques. Anticipation of construction techniques and communication with contractors during design are key elements to an effective cost savings project approach. The following paragraphs summarize our organized approach to initiating and delivering the project listed in this RFQ.

APPROACH

Mobilization

Once Alliant has been awarded a project, the PM will meet with the team to choose the appropriate support staff after discussing the project requirements with the City. ProjectWise software will be utilized for the efficient management of project data files allowing access from multiple locations. Alliant has the technology in place to get a project up and running immediately upon award.

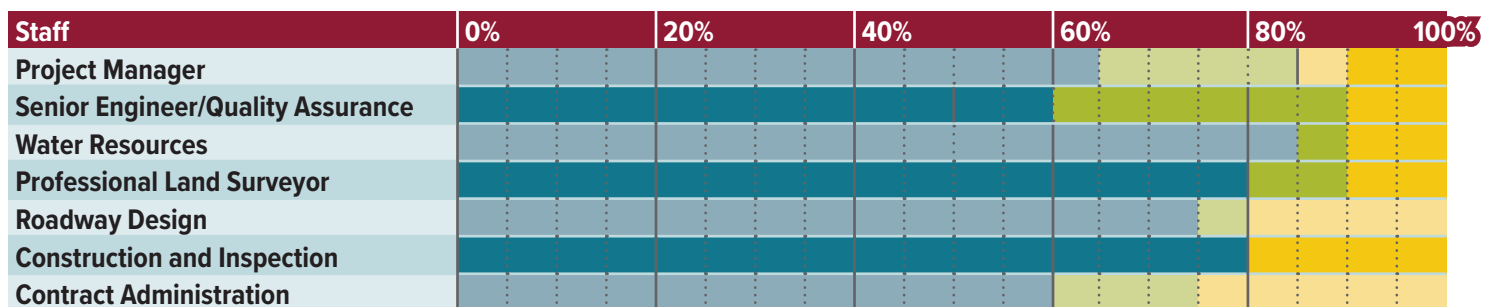
Managing Workloads

Alliant is dedicated to client satisfaction. To this end, we regularly assess our workload and plan for growth by keeping our staff level above our immediate needs. This enables us to keep quality and responsiveness at the highest level. As a Principal of Alliant and a member of our core team, Mr. Wimpée can allocate the support staff and resources to easily meet project schedules.

Alliant project managers meet each week to discuss current workload and staffing needs. We maintain a high-level project design schedule that tracks the expected level of project commitments per month compared to the available staffing. At our project manager meetings, we discuss project specific needs and upcoming deadlines to determine if the current staffing is appropriate or if changes will be required to ensure that schedules are met.

Exhibit 2 below illustrates the estimated time allotment that each of the key members can contribute at the moment. These percentages will fluctuate from week to week based on external influences, but resources will be concentrated when needed to complete specific tasks or address project needs as critical items dictate.

Exhibit 2. Staff Workload and Availability



● Percent Committed, ● City of Bunnell, ● Excess Availability

Communication with The City of Bunnell

Fast-tracked projects require intense and continuous communication and collaboration with the City and their oversight team. Alliant will establish a draft meeting schedule for discussion at the kickoff meeting. We envision three levels of meetings: Design Review, Over-The-Shoulder Review and Progress Meetings.

Design Review

Design review meetings will be face-to-face meetings to go over review comments at major milestones during the project. The appropriate deliverables will be submitted for City review. A meeting will be scheduled after the City's review period to go over comments. As discussed in our QMP, every comment will be included in a Comment Response memo and the required action will be documented.

OTSR

OTSRs will be scheduled in between the major milestones. These informal design reviews will allow the City to be kept abreast of, and have input into the design as it is progressing. The intent of these meetings is to present "in-progress" plans to the City to discuss specific issues where decisions are required that may impact schedule. OSTRs may also include key stakeholders as appropriate. It is envisioned that most OTSR meetings would also be face-to-face.

Progress Meetings

We will use frequent Progress Meetings to keep the City's team fully informed and involved in all aspects of the project. These meetings serve as a forum to address issues, hot topics, and identify action items that need to take place. The meetings can also serve as mini "over-the-shoulder" design reviews for portions of the project to get instant feedback from the City regarding particular issues. We consider these meeting to provide "collaboration on the fly", and we use them to present all key components of the design prior to the actual submittal. This approach ensures that the City is part of the decision-making progress upfront, reducing the risk of surprises and potential re-work.

Most meetings will include an agenda, meeting minutes, and action item log. The minutes and action item log can be shared internally with Alliant's Team, and with the City staff to inform persons not at the meeting of decisions and action items that had been identified.

In addition to regularly scheduled meetings, we will establish the systems and protocols for easy sharing of electronic files to assist with design collaboration and review.

E. Effects of the Firm's Current and Projected Workload

A project schedule will be developed at the onset of each opportunity received from the City. That schedule will be developed by working in concert with the major stakeholders. The appropriate Alliant team members will then be assigned responsibilities and deadlines to produce deliverables. We will work with City staff for a full understanding of the scope and expectations so we can provide a service that exceeds expectations.

As previously shown, **Exhibit 2**, on page 15 illustrates the estimated time allotment that each of the core design team members can contribute at this time. These percentages will fluctuate from week to week based on external influences, but resources will be concentrated when needed to complete specific tasks or address project needs as critical items dictate. Resources and staff will be allocated and assigned to best align with project needs. Additional staff will be assigned to advance project deliverables.

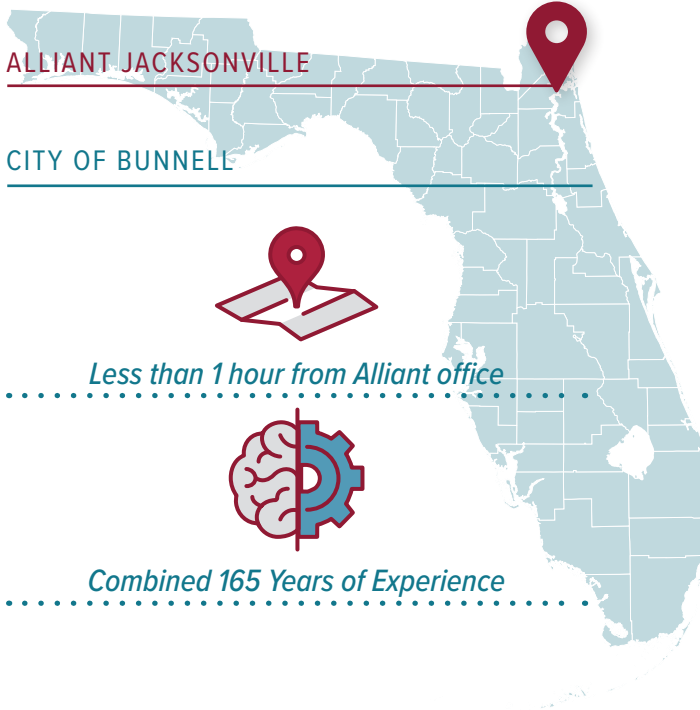
It is understood that the selection committee is looking for an understanding of current workload for employees of the firm. As part of this request, the RFQ asked firms to provide a complete list of outstanding projects, client names, dollars committed on open projects, overall workload with other owners, and status of completion. As Alliant has over 180 employees and more than 800 active projects, it is not possible to provide this level of detail. To respond to the city's request, please note that Alliant maintains a steady workflow between 80% and 90% of full time production across the company. This allows us to remain busy but also have capacity to ebb and flow with important Client needs and properly prioritize projects when needed. Client service is our highest priority and Alliant has the company size to provide satisfaction of performance within the scope of work.

Alliant is dedicated to client satisfaction which means we must honor schedule commitments. To this end, we regularly assess our workload and plan for growth by keeping our staff level above our immediate needs. This enables us to keep quality and responsiveness at the highest level. **Brice Nelson** can allocate the support staff and resources to easily meet any schedule.



F. Local Firms

Less than an hour drive to the City of Bunnell, Alliant's northeast Florida office is located on the southside of Jacksonville.



G. References for Firm and All Subconsultants

FLAGLER BEACH

Dave Taylor
386.986.7158
dtaylor@cityofflaglerbeach.com

CITY OF PALM COAST

Stephen Flanagan
386.986.2354
SFlanagan@palmcoastgov.com

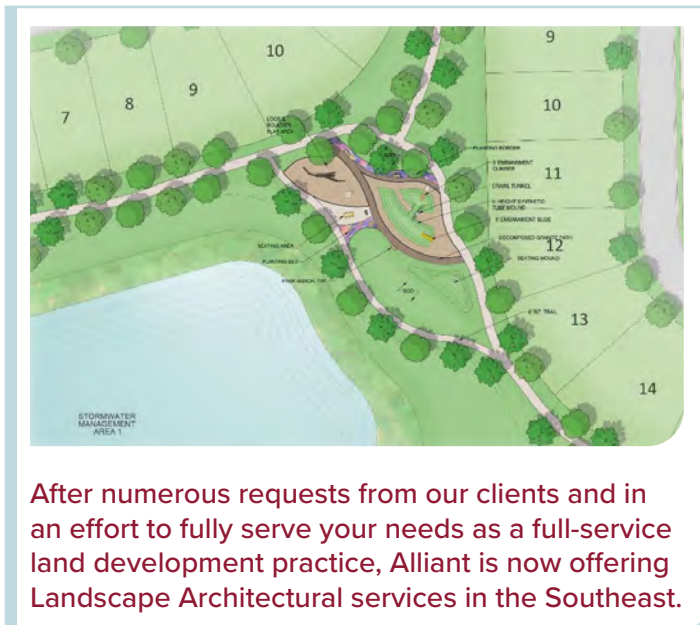
CITY OF ATLANTIC BEACH

Scott Williams
904.247.5834
swilliams@coab.us

CITY OF BLOMMINGTON, MN

Kirk Roberts
952.563.4914
kroberts@bloomingtonmn.gov

Additional Services



After numerous requests from our clients and in an effort to fully serve your needs as a full-service land development practice, Alliant is now offering Landscape Architectural services in the Southeast.

Led by **David Schmidt**, Director of Landscape Architecture, our services now offer the following:

LAND PLANNING

Land Planning begins with our ability to understand the big picture. Our goal is to be respectful stewards of our environment, achieve the highest and best use of the land and position it for the best return on the investment. Developing a client's vision for the spatial use of a site is a passion for us. We understand that planning determines the return on investment through efficient allocation of programming, presentation of features and quality circulation. We bring experience and knowledge of navigating land use codes, writing land development guidelines and creating sustaining thriving communities.

Our Land Planning services include:

- Site Feasibility Studies
- Field Investigation & Due Diligence
- Highest & Best Use Master Planning
- Park Planning
- Urban Planning
- Mixed-use Town Centers
- Waterfront Projects

LANDSCAPE ARCHITECTURE

A particular fusion happens during landscape design. In every detail, from the sense of arrival to each major gathering space and the transitions between, our passion for creating unique and engaging outdoor environments brings personality to every project.

Our Landscape Architecture services include:

- Tree Preservation & Mitigation Plan Preparation
- Landscape Code Minimum Plans
- Community Garden Design
- Hardscape Design
- Swimming Pool & Water Park Design
- Night Lighting Design
- Neighborhood Amenities
- Entry Monuments
- Parks
- Neighborhood Trails
- Streetscape Design
- Water Feature Design
- Planting
- Irrigation Design

CONSTRUCTION ADMINISTRATION



Alliant Engineering offers Construction Administration services to developers and municipalities through the construction phase of projects we design. During this phase our team will coordinate with contractors and

consultants to monitor and review the progress of construction. Our Construction Administration services include:

- Consultant Coordination and Project Management
- Client Representation
- Submittal Package Review
- Construction Phase Permitting
- Change Order Review and Approval

GRAPHIC DESIGN

Representing the identity of a project is essential to many aspects, from marketing collateral to identity monument signs and wayfinding directional signage. Our graphics department excels in color artistry, marketing presentations and community sign design with the intent to ensure the best delivery of every message to its audience.

Our Graphic Design services include:

- Project Icons & Logos
- Neighborhood Identity Signs
- Exterior Signage
- Street & Public Signage
- Wayfinding Signage
- Promotional & Marketing Products
- Perspective Renderings

TRAFFIC



Alliant is sought-after for delivery of large scale, complex transportation projects. Our team is dedicated to improving safety and mobility for the traveling public

whether on foot, a bike, a bus, or in a motor vehicle. Our experienced and diverse traffic engineering team allows us the ability to provide a wide range of services to public and private sector clients. We have the depth and staff resources to manage a deep workload and provide the best service, responsiveness, and quality product every agency deserves. These contracts span many service areas for agencies similar to the City of Bunnell.

Our traffic services include:

- Traffic Design
- Traffic Sign Interconnect
- ITS
- Traffic Modeling
- Traffic Impact Studies
- Intersection Corridor Network Operations
- Traffic Signal Design
- Transportation and Traffic Studies
- Traffic Signal Timing and Arterial Analysis
- Traffic Signals and Foundations
- Traffic Counting

APPENDIX

Required Forms

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Response.

Proposer should check off each of the following items as the necessary action is completed:

- All applicable forms have been signed and included
- All information as requested in the Proposer's Qualification Form is included.
- Any addenda have been signed and included.
- The **mailing envelope must be sealed and marked** with RFQ Number "**RFQ #2023-02**" and RFQ Title "**PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**".
- The mailing envelope has been addressed to:

City of Bunnell
City Clerk Office
P.O. Box 756
Bunnell, FL 32110

- The Response will be mailed or delivered in time to be received no later than the specified due date **May 16, 2023** and time **02:00 PM**. (Otherwise, the Response WILL NOT be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFQ NUMBER AND QUALIFICATION NAME ON THE OUTSIDE OF THE COURIER PACKET

Alliant Engineering, Inc.
Company


Authorized Signature

Curt Wimpée, PE
Printed Name & Title

cwimpée@alliant-inc.com
Email

10475 Fortune Parkway, STE 101
Address

Jacksonville, FL 32256
City, State, Zip Code

904.647.5383
Telephone No.

NA
Fax No.



APPLICATION FORM

**PROFESSIONAL
INFRASTRUCTURE
ENGINEERING SERVICES**

RFQ-2023-02
ISSUED BY: MARY ANNE ATWOOD
PROJECT MANAGER
PHONE NO: (386) 986-6702
EMAIL: MATWOOD@BUNNELLCITY.US

SUBMIT QUALIFICATIONS PACKAGE PRIOR TO:
CLOSING DATE: May 16, 2023
CLOSING TIME: 02:00 P.M.

SUBMIT TO:
BUNNELL CITY CLERK'S
OFFICE 604 E MOODY
BLVD., SUITE 6
PO BOX 756
BUNNELL, FL 32110

PROJECT TITLE & DESCRIPTION:

PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES

Provide professional engineering services for assigned tasks that are related to but not limited to the City's water resources, wastewater and water utilities' treatment, storage, water distribution, sanitary collection/pumping/transmission, stormwater systems, reclaimed water systems and public roadways planning/design/permitting requirements for engineering design services.

THE RESPONDENT HEREBY AGREES TO FURNISH THE SERVICES PURSUANT TO ALL REQUIREMENTS, SPECIFICATIONS, AND SCOPE OF SERVICES CONTAINED IN THIS SOLICITATION DOCUMENT, AND FURTHER AGREES THAT THE LANGUAGE OF THIS DOCUMENT SHALL GOVERN IN THE EVENT OF A CONFLICT WITH HIS OR HER RESPONSE. BY MY SIGNATURE I CERTIFY THAT THIS RESPONSE IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, BUSINESS ENTITY, OR PERSON SUBMITTING A RESPONSE FOR THE SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

**THIS APPLICATION FORM MUST BE SIGNED TO BE
CONSIDERED FOR**

COMPANY NAME: Alliant Engineering, Inc.

DATE: May 15, 2023

MAILING ADDRESS: 10475 Fortune Parkway, STE 101

PHONE: 904.647.5383

FAX: NA

CITY: Jacksonville

STATE: FL

ZIP: 32256

TITLE OF AUTHORIZED REPRESENTATIVE: PRINCIPAL/VP SOUTHEAST REGION

E-MAIL: cwimpee@alliant-inc.com

WEB URL: <https://www.alliant-inc.com/>

AUTHORIZED SIGNATURE:

PRINTED NAME: Curt Wimpée, PE

ACKNOWLEDGEMENTS
RFQ #2023-02
"PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES"

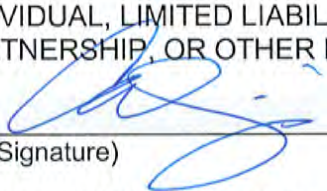
To: City of Bunnell
604 E. Moody Blvd. Unit 6 P.O. Box 756
Bunnell, FL 32110

(Proposer) guarantees its Response to RFQ #2023-02 for a period not to exceed one hundred twenty (120) days from the date its Response was submitted to the City of Bunnell unless an extension is granted by the Proposer.

The Contractor, by signing these RFQ Submission pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this RFQ Document.

Dated this 15th day of May, 2023

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By:  Curt Wimpée, PE
(Signature) (Print name)

Address: 10475 Fortune Parkway, STE 101, Jacksonville, FL 32256

Telephone: 904.647.5383 Fax: NA

Taxpayer/Employer Identification Number (TIN/EIN): 41-1818046

CORPORATION

By: _____ (Signature) _____ (Print name)

Address: _____

Telephone: _____ Fax: _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

State of Incorporation:

Corporate President: John Dillingham
(Print Name)

Corporate Secretary: Sean O'Brien
(Print Name)

Corporate Treasurer: Clark Wicklund
(Print

CORPORATE SEAL Alliant Engineering, Inc. does not have a corporate seal. We have included our certificate of good standing on the following page.

Attest By (Secretary): Sean K. O'Brien

S K O'Brien May 15, 2023
Signature Date

**Office of the Minnesota Secretary of State
Certificate of Good Standing**

I, Steve Simon, Secretary of State of Minnesota, do certify that: The business entity listed below was filed pursuant to the Minnesota Chapter listed below with the Office of the Secretary of State on the date listed below and that this business entity is registered to do business and is in good standing at the time this certificate is issued.

Name: Alliant Engineering, Incorporated
Date Filed: 09/01/1995
File Number: 8V-501
Minnesota Statutes, Chapter: 302A
Home Jurisdiction: Minnesota

This certificate has been issued on: 05/17/2023



Steve Simon
Secretary of State
State of Minnesota

PROPOSER'S CERTIFICATION FORM

X I have carefully examined the request for qualifications, instructions to proposers, general and/or special conditions, vendor's notes, specifications, and any other documents accompanying or made a part of this request for qualifications.

X I agree to abide by all conditions of the RFQ and understand that a background investigation may be conducted by the City of Bunnell prior to an award.

X I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this qualifications statement on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the contract.

X I further certify, under oath, that this qualifications statement is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a qualifications statement for the same product or service; no officer, employee or agent of the City of Bunnell government or of any other proposer interested in said RFQ; and that the undersigned executed this proposer's certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of business Alliant Engineering, Inc.

By: [Signature]
Signature

10475 Fortune Parkway, STE 101
Mailing address

Jacksonville, FL 32256

Curt Wimpée
Name & title, typed or printed state

City, State, Zip Code

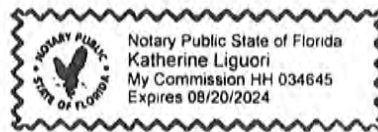
State of Florida
County of Duval

(904) 647.5383
Telephone number

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of May 15, 2023, by Curt Wimpée of Alliant Engineering, Inc., a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.

[Signature]
Signature of Notary Public - State of Florida

Katherine Liguori
Printed/Typed/Stamped Name of Notary
My Commission expires:



DECLARATION STATEMENT

City of Bunnell
P.O. Box 756
604 E. Moody Blvd. Unit 6
Bunnell, FL 32110

RE: RFQ #2023-02 , “PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES”

Dear Mayor and Council Members:


The undersigned as Proposer, or on behalf of Proposer, declares that this Response is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the Responses.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **RFQ #2023-02 , “PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES”**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this May 15, 2023, 2023 in the City of Bunnell, in the State of Florida .

Alliant Engineering, Inc.
Company


Authorized Signature

Curt Wimpée/Principal
Printed Name & Title

cwimpee@alliant-inc.com
Email

10475 Fortune Parkway, STE 101
Address

Jacksonville, FL 32256
City, State, Zip Code

904.647.5383
Telephone No.

NA
Fax No.

PROPOSER'S QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract	Amount
30%	Panama City Medical Campus - Panama City Beach, FL		\$ 400,000
95%	AdventHealth Hospital and MOB - Palm Coast, FL		\$ 200,000
20%	US1 and Old Kings Road Roundabout - Palm Coast, FL		\$ 158,000

LIST CURRENT PROJECTS FOR WHICH YOU ARE THE CANDIDATE FOR AWARD:

None pending at this time

OTHER INFORMATION ABOUT PROJECTS:

Has Proposer, at any time, failed to complete a contract?

Yes No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

Yes No

Attach detailed explanation as required under Tab IV of Response Format.

CONTRACT VALUES:

List total value of contracts for work completed on similar projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Values must be listed individually by contract or project and then summarized as a total dollar amount.**

\$ \$70,000,000 Total Value for **PAST** completed and similar project

\$ _____ Total Value for **PAST** completed and similar project

It is understood that the selection committee is looking for the values of individual project contracts in the last five years. As Alliant has over 180 employees and more than 800 active projects this year alone, it is not possible to provide this level of detail. Our total value in the past five years is listed above.

Attach additional page if necessary.

REFERENCES:

Bank(s) Maintaining Account(s): Bridgewater Bank

Surety/Underwriter (if required): Travelers

Other References: (Use additional sheets if necessary)

AXA XL

TYPE OF FIRM:

- Corporation: If firm is a corporation, please list state in which it is incorporated: Minnesota. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida. Years in business: 8 Years in Florida/In Business 27 years
- Partnership/Years in Business: _____
- Sole Proprietorship/Years in Business: _____
- Other: Please list: _____

Alliant Engineering, Inc.

Company



Authorized Signature
Curt Wimpee/Principal

Printed Name & Title

cwimpee@alliant-inc.com

Email

10475 Fortune Parkway, STE 101

Address

Jacksonville, FL 32256

City, State, Zip Code

904.647.5383

Telephone No.

NA

Fax No.

REFERENCE FORM

Provide the business names, contact person, email and telephone number of four (4) references for which the Proposer has provided services similar to the services described in this RFQ for three (3) years or more within the last five (5) year period. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

The Proposer will identify whether the business entity is incorporated in Florida, another state, or is in a foreign country. If a proposer is a corporation, provide a copy of the Certification from the Florida Secretary of State verifying the Proposer's corporate status and good standing. The Proposer shall include a copy of its business license with the submittal.

1. Name of Company: City of Palm Coast
Address: 2 Utility Drive, Palm Coast, FL 32137
Point of Contact: Mr. Stephen Flanagan
Phone #: 386-986-2354 Email address: SFlanagan@palmcoastgov.com
Service(s) Provided: Private utility projects throughout the City
Dates of Service: 2000 - 2023
2. Name of Company: City of Flagler Beach
Address: 105 S. 2nd Street, Flagler Beach, FL 32136
Point of Contact: Mr. Dave Taylor
Phone #: 386-986-7158 Email address: dtaylor@cityofflaglerbeach.com
Service(s) Provided: Numerous utility, and storm water projects
Dates of Service: 2020 - 2023
3. Name of Company: City of Atlantic Beach
Address: 800 Seminole Road, Atlantic Beach, FL 32233
Point of Contact: Mr. Scott Williams
Phone #: 904-247-5834 Email address: swilliams@coab.us
Service(s) Provided: General Civil Services
Dates of Service: 2021 - Present
4. Name of Company: City of Blommington, MN
Address: 1800 West Old Shakopee Road, Bloomington, MN 55431
Point of Contact: Mr. Kirk Roberts
Phone #: 952-563-4914 Email address: kroberts@bloomingtonmn.gov
Service(s) Provided: Traffic and Parking Studies and Traffic Operations and Design
Dates of Service: 2010 - Present

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST
*If bid amount is less than one million dollars (\$1,000,000), this form is not required.

Respondent Vendor's Name: Alliant Engineering, Inc.

Vendor FEIN: 41-1818046

Authorized Representative's Name: Curt Wimpée

Authorized Representative's Title: PRINCIPAL/VP SOUTHEAST REGION

Address: 10475 Fortune Parkway, STE 101

City: Jacksonville State: FL Zip: 32256

Phone Number: 904.647.5383

Fax Number: NA

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of one million dollars (\$1,000,000) or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both Lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor's Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Certified By: Curt Wimpée, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 

Print Name & Title: Curt Wimpée, Principal

Date: May 15, 2023

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
<input checked="" type="checkbox"/> 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
<input checked="" type="checkbox"/> 2. Commercial General Liability	<u>Bodily Injury & Property Damage</u> (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. \$ <u>\$1,000,000</u> single limit per occurrence
<input checked="" type="checkbox"/> 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the <u>City of Bunnell</u> , its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.	
This section does not pertain to any incident arising from the sole negligence of the <u>City of Bunnell</u> .	
<input checked="" type="checkbox"/> 4. Automobile Liability	\$ <u>\$1,000,000</u> Each occurrence owned / on-owned / Hired Automobile Included
<input checked="" type="checkbox"/> 5. Other Insurance as indicated below:	\$ 1,000,000 Per Occurrence Errors and Omissions or Professional Malpractice Coverage
<input checked="" type="checkbox"/> 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.	
<input checked="" type="checkbox"/> 7. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.	
<input checked="" type="checkbox"/> 8. The <u>City of Bunnell</u> must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required.	

INSURANCE REQUIREMENTS
(Continued)

- 9. The City of Bunnell shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Bunnell
Bunnell, FL

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- 10. **Thirty (30) Days Cancellation Notice** required.
- 11. The Certificate must state the **RFQ #2023-02** and **PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

Alliant Engineering, Inc.
Company


Authorized Signature

Curt Wimpée/Principal
Printed Name & Title

cwimpee@alliant-inc.com
Email

Kraus-Anderson Insurance
Insurance Agency

Signature of Proposer's Agent

10475 Fortune Parkway, STE 101
Address

Jacksonville, FL 32256
City, State, Zip Code

904.647.5383
Telephone No.

NA
Fax No.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/12/2023

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).

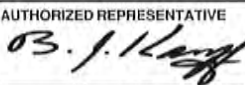
PRODUCER Kraus-Anderson Insurance 420 Gateway Blvd Burnsville MN 55337	CONTACT NAME: Certificates Department PHONE (A/C, No, Ext): 952-707-8200 FAX (A/C, No): 952-890-0535 E-MAIL ADDRESS: certificates@kainsurance.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Alliant Engineering, Incorporated 733 Marquette Ave, Suite 700 Minneapolis MN 55402	INSURER A: Travelers Property Casualty Co 25674	
	INSURER B: Farmington Casualty Company 41483	
	INSURER C: The Travelers Indemnity Compan 25658	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 703241839 **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 <input checked="" type="checkbox"/> XCU Contractual <input checked="" type="checkbox"/> Broad Form PD GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		680-009T57127A	10/30/2022	10/30/2023	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
								\$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>			BA 9T571385 - 1	10/30/2022	10/30/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-9T571926	10/30/2022	10/30/2023	EACH OCCURRENCE	\$ 7,000,000
							AGGREGATE	\$ 7,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-9T571453-22-47-G	10/30/2022	10/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project #RFQ-2023-02; PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
The Certificate Holder its Officers and Employees are Additional Insureds under the Commercial General Liability when required by written contract.
30 Day Notice of Cancellation Applies.

CERTIFICATE HOLDER City of Bunnell P.O. Box 756 604 E. Moody Blvd. Unit 6 Bunnell FL 32110	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/11/2023

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 H. Robert Anderson and Associates, Inc. 8201 Norman Center Drive Suite 220 Bloomington MN 55437	CONTACT NAME: Jeanne Danmeier PHONE (A/C No. Ext): (952) 893-1933 FAX (A/C No.): (952) 893-1819 E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>XL Specialty Insurance Co.</td> <td>37885</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	XL Specialty Insurance Co.	37885	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Alliant Engineering, Incorporated 733 Marquette Ave. Ste #700 Minneapolis MN 55402																					

COVERAGES **CERTIFICATE NUMBER:** 2022-2023 1 **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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input 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						COMBINED SINGLE LIMIT (Ea accident) \$ 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 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			DPR5003800	10/30/2022	10/30/2023	Each Claim/ \$5,000,000 Each Policy Year Aggregate \$10,000,000

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

RFQ #2023-02 - PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES

If required by written executed contract with the Named Insured, notice of cancellation applies as per the policy endorsement and/or as per all policy terms, conditions and language.

This certificate or memorandum of Insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

CERTIFICATE HOLDER

City of Bunnell
 604 E Moody Blvd Unit 6
 PO Box 756
 Bunnell FL 32110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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This endorsement, effective 12:01 a.m., 10/30/2022 forms a part of

Policy No. DPR5003800

Issued to Alliant Engineering, Incorporated

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF POLICY CANCELLATION – BLANKET NOTICE TO DESIGNATED ENTITIES

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS, CONSULTANTS AND ENGINEERS

Section XI. OTHER CONDITIONS, Paragraph A. **Cancellation** is amended by the addition of the following:

In the event that the Company cancels or non-renews this Policy during the POLICY PERIOD, the Company agrees to provide thirty 30 days' prior written notice of cancellation or non-renewal of this Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation or non-renewal of this Policy, provided that:

1. The Company receives, at least thirty (30) days prior to the date of cancellation or non-renewal, a written request from the NAMED INSURED to provide notice of cancellation to entities designated by the NAMED INSURED to receive such notice; and
2. The written request includes the name, address and email of each person or entity designated by the NAMED INSURED to receive such notice. The Company will assume that the list provided to the company by the NAMED INSURED is a complete and accurate list.

This endorsement does not apply to non-renewal of the Policy at the end of the POLICY PERIOD or cancellation of the Policy for non-payment of premium to a premium finance company authorized to cancel the Policy. Furthermore, nothing contained in this endorsement shall be construed to provide any rights under the Policy to the entities receiving notice of cancellation pursuant to this endorsement, nor shall this endorsement amend or alter the effective date of cancellation stated in the cancellation notice issued to the NAMED INSURED.

All other terms and conditions of the Policy remain unchanged.

AMERICANS WITH DISABILITIES ACT AFFIDAVIT FORM

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City.

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Contract for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: Alliant Engineering, Inc.

Signature: 

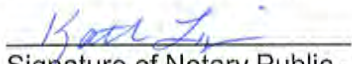
Printed Name: Curt Wimpée

Title: PRINCIPAL/VP SOUTHEAST REGION

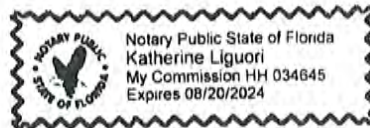
Date: May 15, 2023

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of May 15, 2023, by Curt Wimpée of Alliant Engineering, Inc. a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.


Signature of Notary Public - State of Florida

Katherine Liguori
Printed/Typed/Stamped Name of Notary
My commission expires:



CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY THAT

1. I (*PRINTED NAME*) Curt Wimpée AM THE (*TITLE*)
PRINCIPAL/VP SOUTHEAST REGION
AND THE DULY AUTHORIZED REPRESENTATIVE OF THE FIRM
OF (*FIRM NAME*) Alliant Engineering, Inc. WHOSE ADDRESS IS
10475 Fortune Parkway, STE 101, Jacksonville, FL 32256, AND THAT I POSSESS
THE LEGAL AUTHORITY TO MAKE THIS STATEMENT ON BEHALF OF MYSELF AND
THE FIRM FOR WHICH I AM ACTING; AND,
2. EXCEPT AS LISTED BELOW, NO EMPLOYEE, OFFICER, OR AGENT OF THE FIRM
HAVE ANY CONFLICTS OF INTEREST, REAL OR APPARENT, DUE TO
OWNERSHIP, OTHER CLIENTS, CONTRACTS, OR INTERESTS ASSOCIATED
WITH THIS PROJECT; AND,
3. THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR
CONNECTION WITH ANY CORPORATION, FIRM, OR PERSON SUBMITTING A
PROPOSAL FOR THE SAME SERVICES, AND IS IN ALL RESPECTS FAIR AND
WITHOUT COLLUSION OR FRAUD.

EXCEPTIONS (LIST)

SIGNATURE: 


PRINTED NAME: Curt Wimpée

FIRM NAME: Alliant Engineering, Inc.

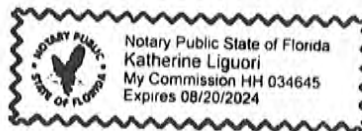
DATE: May 15, 2023

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online
notarization, this day of May 15, 2023, by Curt Wimpée of Alliant Engineering, Inc. a Florida corporation,
on behalf of the corporation, and he/she is personally known to me or has produced (type of
identification) as identification.


Signature of Notary Public - State of Florida

Katherine Liguori
Printed/Typed/Stamped Name of Notary
My commission expires:



DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, Alliant Engineering, Inc. (print or type name of business) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein".

Curt Wimpée
(Authorized Signature)

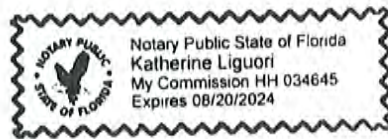
May 15, 2023
(Date)

Curt Wimpée
(Print Name)

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of May 15, 2023, by Curt Wimpée of Alliant Engineering, Inc., a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Katherine Liguori
Signature of Notary Public - State of Florida



Katherine Liguori
Printed/Typed/Stamped Name of Notary
My commission expires:

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

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

State of Florida

County of Duval

Curt Wimpee, being first duly sworn, deposes and says that:

I am the VP Southeast Region of Alliant Engineering, Inc. (Proposer) which has submitted a Response to City of Bunnell RFQ #2023-02 Professional Infrastructure Engineering Services.

I am fully informed respecting the preparation and contents of the Response to RFQ #2023-02, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #2023-02, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Bunnell.

The price or prices quoted in the Proposer's Response to RFQ #2023-02, are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Alliant Engineering, Inc.

Company

[Signature]

Authorized Signature

Curt Wimpee/Principal

Printed Name & Title

cwimpee@alliant-inc.com

Email

10475 Fortune Parkway, STE 101

Address

Jacksonville, FL 32256

City, State, Zip Code

904.647.5383

Telephone No.

NA

Fax No.

STATE OF Florida

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of May 15, 2023, by Curt Wimpee of Alliant Engineering, Inc. a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

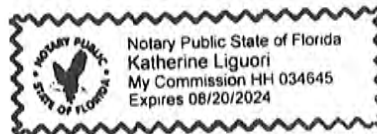
[Signature]

Signature of Notary Public - State of Florida

Katherine Liguori

Printed/Typed/Stamped Name of

Notary My commission expires:



**SWORN STATEMENT PURSUANT TO FLORIDA STATUTES
SECTION 287.133(3) (A) PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Bunnell by: Curt Wimpée [NAME] as the Principal [TITLE] of Alliant Engineering, Inc. [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is 41-1818046.
2. I understand that a "public entity crime" as defined in Florida Statutes, Section 287.133 (1)(g), 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 Florida Statutes, Section 287.133(1)(b), means a finding of guilty 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 Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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 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 Florida Statutes, Section 287.133(1)(e), 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 provisions 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. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

pg. 38

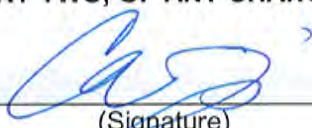


Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent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

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an 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, and agents who are active in management of an 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 THIS FORM TO THE CITY OF BUNNELL IS FOR THE CITY OF BUNNELL 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 CITY OF BUNNELL PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



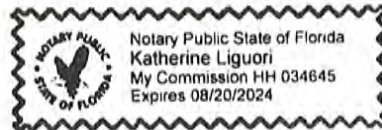
(Signature)

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of May 15, 2023, by Curt Wimpel of Alliant Engineering, Inc. a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.



Signature of Notary Public - State of Florida



Katherine Liguori

Printed/Typed/Stamped Name of Notary
My commission expires:

COMPLIANCE WITH THE PUBLIC RECORDS LAW FORM


Upon notice of an intended decision or thirty (30) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to City of Bunnell.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to indemnify, defend, and hold harmless the City in the event we are forced to litigate the public records status of the company's documents.

Company Name: Alliant Engineering, Inc.

Authorized representative (printed): Curt Wimpée, PE


Authorized representative (signature): 

Date: May 15, 2023

Project Number: **RFQ-2023-02 – PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of May, 2023, by Curt Wimpée of Alliant Engineering, Inc., a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.


Signature of Notary Public - State of Florida

Katherine Liguori
Printed/Typed/Stamped Name of Notary
My commission expires:



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Alliant Florida, Inc</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see Instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p style="font-size: x-small;">(Applies to accounts maintained outside the U.S.)</p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 733 Marquette Ave, Suite 700</p> <p>6 City, state, and ZIP code Minneapolis, MN 55402</p>	<p>7 List account number(s) here (optional)</p> <p>Requester's name and address (optional)</p>

COPY OF W-9

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	3		2	8	0	2	4	4	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	<p style="font-size: small;">Signature of U.S. person ▶ </p>	<p style="font-size: small;">Date ▶ 2-1-13</p>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



ADDENDUM NO. 01

This addendum is issued as part of the specifications and contract documents entitled:

**CITY OF BUNNELL
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
CITY RFQ NO: 2023-02
ADDENDUM NO. 1**

Date Issued: April 27, 2023

A. QUESTIONS & ANSWERS

Question 1: Who are your current engineers?

Answer 1: The City is currently under contract with Alliant, CPH, Kimley-Horne and Mead & Hunt for utility engineering services.

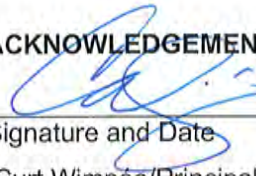
Question 2: How many firms does the City intend to select?

Answer 2: As the City is requesting services for several different Infrastructure needs, there is no specific quantity of firms intended to select. Not all firms will be able to render all-inclusive services.

Question 3: The RFQ mentions a pre-bid meeting, but it is not listed in the schedule of events. Can the City confirm if there will be a pre-bid meeting?

Answer 3: Under Section III. CALENDAR OF EVENTS, it states the location where the Pre-Bid meeting and RFQ Opening will be held. This is an error, there will be no pre-bid meetings.

ACKNOWLEDGEMENT:

 5-15-23

Signature and Date

Curt Wimpee/Principal

Printed Name and Title

Alliant Engineering, Inc.

Company Name

PLEASE ACKNOWLEDGE ALL ADDENDUMS ON YOUR BID FORM

END ADDENDUM NO. 01



City of Bunnell
604 E Moody Blvd, Unit 6
Bunnell, FL 32110

ADDENDUM NO. 02

This addendum is issued as part of the specifications and contract documents entitled:

**CITY OF BUNNELL
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
CITY RFQ NO: 2023-02**

Date Issued: May 5, 2023

ADDENDUM NO. 2 **A. QUESTIONS & ANSWERS**

Question 1: Would the City please send a copy of your Standard Contract for our review? One was not provided with the RFQ document?

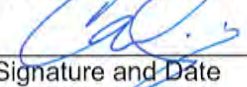
Answer 1: The City will provide a contract for review when entering into negotiations with the firms recommended by the Selection Committee and approved by the Commission.

Question 2: Is there any possibility I could request an extension of the Proposal deadline?

Answer 2: The City will provide a seven (7) day extension for the Last Date of Inquiries, the Proposal deadline and the RFQ Opening. The new Qualification deadline dates are as follows:

**Last Date of Inquiries: May 16, 2023 at 4 PM
Qualification Statements Due: May 23, 2023 at 2:00 PM
RFQ Opening: May 23, 2023 at 2:30 PM**

ACKNOWLEDGEMENT:

 5-15-23

Signature and Date

Curt Wimpée/Principal

Printed Name and Title

Alliant Engineering, Inc.

Company Name

PLEASE ACKNOWLEDGE ALL ADDENDUMS ON YOUR BID FORM

END ADDENDUM NO. 02



ADDENDUM NO. 03

This addendum is issued as part of the specifications and contract documents entitled:

**CITY OF BUNNELL
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
CITY RFQ NO: 2023-02**

ADDENDUM NO. 3 Date Issued: May 17, 2023

A. QUESTIONS & ANSWERS

Question 1: Project References are requested for three (3) sections (Section G, Appendix A – Reference Form, Appendix A – Client Reference Letters). May you please provide a brief description of the anticipated information (and how it differs) to be included?

Answer 1:

VII. EVALUATION CRITERIA Section G. explains that firms will be ranked by the relevance and quality of the references provided.

Appendix A – Reference Form is a list of clients to whom services have been provided by your firm, similar to those described in the RFQ.

Appendix A – Client Reference Letters are reference letters from clients regarding services that your firm provided to them, similar to those described in the RFQ.

Question 2: The "Appendix A Required Forms Packet" list varies from page 18 to page 20. On page 18 there are two (2) requests for insurance information (Appendix A - Insurance Requirements Form, Appendix A – Copy of Firm's Certificate of Insurance). However, on page 20 there is only a single request for insurance information (Appendix A – Insurance Requirement Form). If we provide a copy of our Certificate of Insurance (COI), will that suffice for both documents?

Answer 2: Both documents are required to be included with the RFQ submittal.

Appendix A – Insurance Requirements Form is more of a checklist and verification that the firm understands and has included all the requirements for the insurance.

Appendix A – Copy of Firm's Certificate of Insurance is the actual certificate.

Question 3: Within the Proposal Submission section on page 17, an ADA compliant electronic copy of the Proposal is requested. May you please clarify the definition of ADA Compliant regarding an electronic document?

Answer 3: The City makes every effort to have information accessible to those with disabilities per the Americans with Disabilities Act (ADA), this includes files. Accessible PDFs require certain elements: tagging in a logical reading order, proper heading structure, alternate text for images, proper table and list formatting and usage, etc.

If software is unavailable, PDF documents' Accessibility Tool can run Accessibility Checks and Reports to find out what elements are passing or failing compliance.

ACKNOWLEDGEMENT:

Signature and Date

Curt Wimpee
Printed Name and Title *Curt Wimpee, VP Southeast Region*

Alliant Engineering, dnc. *5-17-23*
Company Name

PLEASE ACKNOWLEDGE ALL ADDENDUMS ON YOUR BID FORM

END ADDENDUM NO. 03

State of Florida

Department of State

I certify from the records of this office that ALLIANT ENGINEERING, INCORPORATED is a Minnesota corporation authorized to transact business in the State of Florida, qualified on March 10, 2011.

The document number of this corporation is F11000001096.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 5, 2022, 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 Twentieth day of April, 2022*



Ronald R. DeBevoise
Secretary of State

Tracking Number: 7777652697CU

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

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



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500
800HELPFLA(435-7352) or (850) 488-2221

March 29, 2022

ALLIANT FLORIDA, INC.
733 MARQUETTE AVE STE 700
MINNEAPOLIS, MN 55402-2356

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB8289

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2023.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB8289**

Expiration Date February 28, 2023

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

ALLIANT FLORIDA, INC.
10475 FORTUNE PKWY STE 101
JACKSONVILLE, FL 32256-3523

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

AGREEMENT NO. 2023-16

**LETTER AGREEMENT FOR
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
BETWEEN FLORIDA TECHNICAL CONSULTANTS, LLC., AND
CITY OF BUNNELL, FLORIDA**

THIS AGREEMENT ("Agreement") is for Professional Infrastructure Engineering Services between the City of Bunnell ("CITY"), a municipal corporation organized and existing under the laws of the State of Florida, whose address is 604 East Moody Boulevard Suite 6, Bunnell, Florida, and Florida Technical Consultants, LLC., a Florida corporation, ("CONSULTANT"), 401 West Atlantic Avenue Suite 09, Delray Beach, FL 33444.

WHEREAS, the CITY has need of professional engineering services for its Infrastructure Department; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of CONSULTANT, based on the CONSULTANT's response to RFQ #2023-02 – Request Qualifications for Infrastructure Engineering Services; and

WHEREAS, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their CONSULTANT's and subconsultant's; and

WHEREAS, Section 287.135, Fla. Stat., provides restrictions on local governments contracting with companies that are on certain Scrutinized Companies lists; and

WHEREAS, Section 768.28, Fla. Stat., sets forth certain mandatory limitations on indemnification and liability for Florida public agencies; and

WHEREAS, Section 119.0701, Fla. Stat., requires that certain public agency agreements must include certain statutorily required provisions concerning the CONSULTANT's compliance for Florida's Public Records Act; and

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

1. The relationship of the CONSULTANT to the CITY will be that of a professional consultant to provide the professional and technical services required under this agreement in accordance with acceptable professional practices and ethical standards applicable to the CONSULTANT's profession, and CONSULTANT will endeavor to provide to the CITY prompt and efficient consulting services to the best of its ability.
2. CONSULTANT is hereby retained and employed as the Engineering Services Consultant and will work with the CITY to provide said services in accordance

with the scope of services outlined in RFQ # 2023-02.

3. CONSULTANT agrees to prepare and complete a report to the CITY, detailing the status of services provided pursuant to this Agreement at least ninety (90) days prior to the expiration of the term of this Agreement, or at least ninety (90) days prior to the expiration of any renewal term of this Agreement. CONSULTANT may be asked to present the deliverables in person for review by staff or for discussion at a scheduled City Commission meeting.
4. The term of this Agreement shall be effective for a three (3) year period immediately following the date of execution of the Agreement by the CITY. The CITY reserves the sole right to renew this agreement in writing for two (2) additional twelve (12) month periods prior to the expiration of each term. The term of this Agreement does not relieve the CONSULTANT of any future responsibility as described in paragraph eight (8) of this Agreement.
5. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this agreement is terminated, CONSULTANT shall be authorized to receive payment for all work performed up to the date of termination.
6. With regard to compensation paid to CONSULTANT, CONSULTANT shall furnish to the CITY on a monthly basis an itemized invoice detailing all of CONSULTANT's hours, services, expenses and any other services utilized by the CITY during the preceding month. Invoice shall be itemized pursuant to and in accordance with the attached Fee Schedule (Exhibit A). CONSULTANT shall compute the total amount due for the preceding month and all amounts due CONSULTANT shall be paid on a monthly basis pursuant to the provisions of the Local Government Prompt Payment Act, F.S. 218. CONSULTANT acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of the Agreement and thereafter shall only be adjusted by mutual written agreement of both parties.
7. General Considerations.
 - a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by CONSULTANT and presented to the CITY pursuant to this Agreement are and remain the property of the CITY as instruments of service.
 - b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by CONSULTANT shall be made available to the CITY upon request and shall be considered public records, pursuant to F.S. 119.0701.
 - c. CONSULTANT shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder, for a minimum of

- three (3) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The CITY shall have the right to order, inspect and copy all such records as often as it deems necessary during any such period of time. The right to audit, inspect, and copy records shall include all of the records of sub-consultants (if any).
- d. CONSULTANT shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
 - e. CONSULTANT shall, at all times, carry Professional Liability, General Liability, Automobile and Worker's Compensation Insurance pursuant to the insurance requirements in RFQ # 2023-02, naming CITY as an additional insured in each such policy.
 - f. Upon CONSULTANT's written request, the CITY will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as CONSULTANT and CITY mutually deem necessary, and CONSULTANT may rely upon same in performing the services required under this agreement.
 - g. The CITY and CONSULTANT each binds itself and its successors, legal representatives and assigns to the other party to this agreement and to the partners, successors, legal representatives and assigns of such other party to this agreement, in respect to all covenants of this agreement; and neither the CITY nor CONSULTANT shall assign or transfer their interest in this agreement without the prior written consent of the other party.
8. Should any other professional services be called for by the CITY which are not otherwise set forth in this Agreement or any of its attachments or exhibits, said charges shall be agreed upon in advance by the parties hereto. The CONSULTANT may be required to provide additional services to the CITY on challenges, public protests, administrative hearings or similar matters. The CONSULTANT shall be available to represent the CITY, serve as an expert witness and provide supporting documentation as necessary.
 9. The Agreement documents, which comprise the entire Agreement between CITY and CONSULTANT and which are further incorporated herein by reference, consist of the following:
 - a. Architects/Engineers hourly rates, as attached to this agreement (Exhibit A)
 - b. RFQ 2023-02 Infrastructure Engineering Services
 - c. CONSULTANT's RFQ Documents
 10. CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other

persons employed or utilized by the CONSULTANT in the performance of the Agreement.

11. CONSULTANT, its agents, servants or employees shall, in no manner, whatsoever be construed as the employees, agents, servants or representatives of the CITY and shall have not expressed or implied power or authority to act in any manner whatsoever for or on behalf of the CITY, except as provided in the scope of services called for herein. CONSULTANT is hereby designated as an independent CONSULTANT to the CITY and none of the employees, agents or servants of the CONSULTANT shall have, or be entitled to, any of the fringe benefits applicable to employees of the CITY.
12. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney's fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.
13. CONSULTANT does hereby waive any and all "venue privilege" and or "diversity of citizenship privileges" and specifically agrees that any action brought for the enforcement, construction or interpretation of this agreement shall be maintained in the County or Circuit Court in and for Flagler County, Florida, and CONSULTANT hereby specifically waives its right or privilege to institute any action of any kind or nature whatsoever, against the CITY in any other State Court, Federal Court or administrative tribunal.
14. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or verbal. If any provision of this Agreement is declared to be invalid or unenforceable, the remainder shall continue to operate in full force and effect.
15. This Agreement cannot be changed or modified, unless by written agreement signed by all parties hereto.
16. Work Orders.
 - a. The provision of services to be performed under this Agreement may commence immediately upon the execution of this Agreement or a work order as directed and determined by the CITY. Services to be provided by the CONSULTANT to the CITY shall be negotiated between the CONSULTANT and the CITY. Each work order shall reference this Agreement by title and date, include a detailed description of quantities, services, and a completion schedule, and will be provided on CONSULTANT letterhead. The services described in said work order will commence upon approval by the CITY as notice to proceed.
 - b. If the services required to be performed by a work order are clearly defined, the work order shall be issued on a "fixed fee" basis. The CONSULTANT shall perform all services required by the work order but

in no event shall the CONSULTANT be paid more than the negotiated fixed fee amount stated therein.

- c. The CONSULTANT and the CITY agree to make every effort to adhere to the schedule established for the various work orders described in the work order.
- d. If the services are not clearly defined, the work order may be issued on a "time basis method" and contain a not-to-exceed amount. If a not-to-exceed amount is provided, the CONSULTANT shall perform all work required by the work order; but in no event shall the CONSULTANT be paid more than the not-to-exceed amount specified in the applicable work order.
- e. For work orders issued on a "fixed fee basis," the CONSULTANT may invoice the amount due based on the percentage of total work order services performed and completed; but in no event shall the invoice amount exceed a percentage of the fixed fee amount equal to a percentage of the total services completed.
- f. For work orders issued on a "time basis method" with a not-to-exceed amount, the CONSULTANT may invoice the amount due for actual work hours performed; but in no event shall the invoice amount exceed a percentage of the not-to-exceed amount equal to a percentage of the total services completed.
- g. Each work order issued on a "fixed fee basis" or "time basis method" with a not-to-exceed amount shall be treated separately for retainage purposes. If the CITY determines that work is substantially complete and the amount retained, if any, is considered to be in excess, the CITY may, at its sole and absolute discretion, release the retainage or any portion thereof.
- h. For work orders issued on a "time basis method" with a limitation of funds amount, the CONSULTANT may invoice the amount due for services performed and completed. The CITY shall pay the CONSULTANT one hundred percent (100%) of the approved amount on work orders issued on a "time basis method" with a limitation of funds amount.

17. Change Orders.

- a. The CITY may revise the description of services set forth in any work order.
- b. Revisions to any work order shall be authorized in writing by the CITY as a change order. Each change order shall include a schedule of completion for the services authorized. Change orders shall identify this Agreement and the appropriate work order number. The change orders may contain additional instructions or provisions specific upon certain aspects of this Agreement pertinent to the services to be provided. Such supplemental instructions or provisions shall not be construed as a modification of this Agreement. A agreement between the parties on and execution of any change order shall constitute a final settlement and a full accord and satisfaction of all matters relating to the change and to

the impact of the change on unchanged goods and/or work, including all direct and indirect costs of whatever nature, and all adjustments to the CONSULTANT schedule.

- c. If instructed by the CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The CONSULTANT must submit for CITY approval a revised qualification with a revised fee quotation. Additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the work by change order to the work order.

18. Compensation.

- a. Compensation to the CONSULTANT for the services performed on each work order shall be as set forth the work order/change order.
- b. The CITY shall not pay for reimbursable items such as gas, tolls, mileage, meals, etc. And other items not directly attributable to items produced for each work order.
- c. Work performed by the CONSULTANT without written approval by the CITY's designated representative shall not be compensated. Any work performed by the CONSULTANT without approval by the CITY is performed at the CONSULTANT's own election.
- d. In the event the CITY fails to provide compensation under the terms and conditions of this Agreement, the CONSULTANT shall notify the CITY's designated representative in order that the CITY may take remedial action.
- e. Pricing has been calculated based on the current prices for the goods and/or services that are the subject hereof. However, the market for the goods and/or services that pertain to this Agreement may be volatile on the basis of fuel costs and sudden and substantial price increases could occur. The CONSULTANT agrees to use its best efforts to obtain the lowest possible prices from fuel suppliers, but should there be a substantial and prejudicial increase in fuel prices for fuel that is purchased after execution of this Agreement which fuel prices directly and materially relate to the pricing of the goods and/or services provided for in this Agreement, the CITY agrees, upon written request from the CONSULTANT, to consider a reasonable adjustment to the prices set forth in this Agreement based upon the following index: engineering news record, construction cost index, etc. Any claim by the CONSULTANT for a price increase, as provided above, shall state, with specificity, the increased cost, the product in question, and the source of supply, and shall be supported by invoices or bills of sale and such other information as may be required by the CITY. Only one (1) such request from the CONSULTANT will be considered in each calendar year period. The decision of the CITY shall be final and non-appealable.
- f. Expiration of the term of this Agreement shall have no effect upon purchase orders/work orders issued pursuant to this Agreement and

prior to the expiration date.

19. Invoice Process.

- a. Payments shall be made by the CITY to the CONSULTANT when requested as work progresses for services furnished, but not more than once monthly. Each work order shall be invoiced separately. The CONSULTANT shall render to the CITY, at the close of each calendar month, an itemized invoice properly dated, describing all services rendered, the cost of the services, the name and address of the CONSULTANT, work order number, Agreement number and all other information required by this Agreement.
- b. Invoices which are in an acceptable form to the CITY and without disputable items will be processed for payment within thirty days of receipt by the CITY.
- c. The CONSULTANT will be notified of any disputable items contained in invoices submitted by the CONSULTANT within fifteen days of receipt by the CITY with an explanation of the deficiencies.
- d. The CITY and the CONSULTANT will make every effort to resolve all disputable items contained in the CONSULTANT's invoices.
- e. Each invoice shall reference this Agreement, the appropriate work order and change order, if applicable, and the billing period.
- f. The Florida Prompt Payment Act shall apply when applicable.
- g. Invoices are to be forwarded directly to:

Infrastructure Department
PO Box 756
Bunnell, Florida 32110
matwood@bunnellcity.us

20. Termination of Agreement.

- a. The CITY may terminate this Agreement or any work order for convenience at any time for one or more of the reasons as follows:
 - (1) If, in the CITY's opinion, adequate progress under a work order is not being made by the CONSULTANT; or
 - (2) If, in the CITY's opinion, the quality of the services provided by the CONSULTANT is/are not in conformance with commonly accepted professional standards, standards of the CITY, the requirements of federal or state regulatory agencies, and the CONSULTANT has not corrected such deficiencies in a timely maimer as reasonably determined by the CITY; or
 - (3) The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT; or
 - (4) The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings, or makes an assignment for

- the benefit of creditors; or
 - (5) The CONSULTANT violates the standards of conduct provisions herein or any provision of state or local law or any provision of the CITY code of conduct.
 - b. In the event of any of the causes described in this Section, the CITY's designated representative may send a certified letter requesting that the CONSULTANT show cause why the Agreement or any work order should not be terminated. If assurance satisfactory to the CITY of corrective measures to be made within a reasonable time is not given to the CITY within fourteen calendar days of the receipt of the letter, the CITY may consider the CONSULTANT to be in default and may immediately terminate this Agreement or any work order in progress under this Agreement.
 - c. In the event that this Agreement or a work order is terminated for cause and it is later determined that the cause does not exist, then this Agreement or the work order shall be deemed terminated for convenience by the CITY and the CITY shall have the right to so terminate this Agreement without any recourse by the CONSULTANT.
- 21. Termination by CITY Without Cause.
 - a. Notwithstanding any other provision of this Agreement, the CITY shall have the right at any time to terminate this Agreement in its entirety without cause, or terminate any specific work order without cause, if such termination is deemed by the CITY to be in the public interest, provided that thirty calendar days prior written notice is given to the CONSULTANT of the CITY's intent to terminate.
 - b. In the event that this Agreement is terminated, the CITY shall identify any specific work order(s) being terminated and the specific work order(s) to be continued to completion pursuant to the provisions of this Agreement.
 - c. This Agreement will remain in full force and effect as to all authorized purchase order(s)/work order(s) that is/are to be continued to completion.
- 22. Payment in the Event of Termination.

In the event this Agreement or any work order is terminated or canceled prior to final completion payment for the unpaid portion of the services actually provided by the CONSULTANT to the date of termination shall be paid to the CONSULTANT.
- 23. Action Following Termination.

Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue the provision of all services, unless the notice provides otherwise.
- 24. Suspension.

- a. The performance or provision of the CONSULTANT services under any work order under this Agreement may be suspended by the CITY at any time.
- b. In the event the CITY suspends the performance or provision of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date Stated in the notice. The CITY shall pay to the CONSULTANT within thirty days all compensation which has become due to and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended provision of services unless and until the CITY's designated representative notifies the CONSULTANT in writing that the provision of the services of the CONSULTANT called for hereunder are to be resumed by the CONSULTANT.
- c. Upon receipt of written notice from the CITY that the CONSULTANT's provision of services hereunder are to be resumed, the CONSULTANT shall continue to provide the services to the CITY.

25. Alternative Dispute Resolution.

- a. In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the CITY prior to filing suit or otherwise pursuing legal remedies.
- b. The CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the CITY in alternative dispute resolution procedures or which the CONSULTANT had knowledge and failed to present during the CITY procedures.
- c. In the event that CITY procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

26. Severability.

- a. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision, and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.
- b. All provisions of this Agreement shall be read and applied in pari materia. With all other provisions hereof.
- c. Violation of this Agreement by the CONSULTANT is recognized by the

parties to constitute irreparable harm to the CITY.

27. Controlling Law / Venue / Interpretation.
 - a. This Agreement is to be governed by the laws of the State of Florida.
 - b. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.
 - c. This Agreement is the result of bona fide arm's length negotiations between the CITY and the CONSULTANT, and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

28. Indemnity.
 - a. CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed by the CONSULTANT in the performance of the Agreement.
 - b. Nothing herein shall be deemed to affect the rights, privileges, and immunities of the CITY as set forth in Section 768.28, Florida Statutes.
 - c. In claims against any person or entity indemnified under this Section by an employee of the CONSULTANT or its agents or subconsultant's, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or its agents or subconsultants, under workers compensation acts, disability benefits acts, or other employee benefit acts.
 - d. The execution of this Agreement by the CONSULTANT shall obligate the CONSULTANT to comply with the indemnification provision in this Agreement; however, the CONSULTANT must also comply with the provisions of this Agreement relating to insurance coverages.

29. Insurance.
 - a. The CONSULTANT shall obtain or possess and continuously maintain the following insurance coverage, from a company or companies, with a best rating of A- or better, authorized to do business in the State of Florida and in a form acceptable to the CITY and with only such terms and conditions as may be acceptable to the CITY:
 - (1) Workers Compensation/Employer Liability: the CONSULTANT shall provide Workers Compensation Insurance for all employees engaged in the work under this Agreement in accordance with the laws of the State of Florida. Employers' Liability Insurance at limits not less than the following:

\$500,000 each accident
\$500,000 disease each employee
\$500,000 disease (policy limit)

- (2) Comprehensive General Liability: the CONSULTANT shall provide coverage for all operations including, but not limited to, contractual, independent CONSULTANT, products and complete operations and personal injury with limits not less than the following:

\$1,000,000 bodily injury & property damage - each occurrence
\$2,000,000 general aggregate

- (3) Comprehensive Business Automobile Liability: the CONSULTANT shall provide complete coverage with a combined single limit of not less than \$1,000,000 bodily injury and property damage in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles.

- (4) Professional Liability: the CONSULTANT shall provide professional liability insurance as well as errors and omission insurance in a minimum amount of \$1,000,000 csl or its equivalent, with a combined single limit of not less than \$1,000,000, protecting the CONSULTANT against claims of the CITY for negligence, errors, mistakes, or omissions in the performance of services to be performed and furnished by the CONSULTANT.

- (5) Other required insurance coverage: where unusual operations are necessary to complete the work, such as use of aircraft or watercraft, use of explosives, and any high-risk circumstances. No aircraft, watercraft or explosives shall be used without the express advance written approval of the CITY which may, thereupon, require additional insurance coverages.

- b. All insurance other than workers compensation and professional liability that must be maintained by the CONSULTANT shall specifically include the CITY as an additional insured. All insurance minimum coverages extend to any subconsultant, and the CONSULTANT shall be responsible for all subconsultants.
- c. The CONSULTANT shall provide certificates of insurance to the CITY evidencing that all such insurance is in effect prior to the issuance of the first work order under this Agreement. These certificates of insurance shall become part of this Agreement. Neither approval by the CITY nor failure to disapprove the insurance furnished by a CONSULTANT shall

relieve the CONSULTANT of the CONSULTANT's full responsibility for performance of any obligation including the CONSULTANT's indemnification of the CITY under this Agreement. If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (1) lose its certificate of authority, (2) no longer comply with Section 440.57, Florida Statutes, or (3) fail to maintain the requisite best's rating and financial size category, the CONSULTANT shall, as soon as the CONSULTANT has knowledge of any such circumstance, immediately notify the CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to the CITY, the CONSULTANT shall be deemed to be in default of this Agreement.

- d. The insurance coverage shall contain a provision that requires that prior to any changes in the coverage, except increases in aggregate coverage, thirty days prior notice will be given to the CITY by submission of a new certificate of insurance.
- e. The CONSULTANT shall provide certificate of insurance directly to the CITY's designated representative. The certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification required by this Agreement.
- f. Nothing in this Agreement or any action relating to this Agreement shall be construed as the CITY waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.
- g. The CITY shall not be obligated or liable under the terms of this Agreement to any party other than the CONSULTANT. There are no third-party beneficiaries to this Agreement.
- h. The CONSULTANT is an independent CONSULTANT and not an agent, representative, or employee of the CITY. The CITY shall have no liability except as specifically provided in this Agreement.
- i. All insurance shall be primary to, and not contribute with, any insurance or self-insurance maintained by the CITY.

30. Equal Opportunity Employment / Non-Discrimination.

The CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or their forms or compensation; and selection for training, including apprenticeship. The CONSULTANT, moreover, shall comply with all the requirements as imposed by the Americans with Disability Act, the regulations of the federal government issued thereunder, and any and all

requirements of federal or State law related thereto.

31. In performing services hereunder, CONSULTANT shall comply with all federal, state and local laws and regulations. CONSULTANT shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. CONSULTANT shall be responsible for obtaining, at its sole cost and expense, all necessary licenses and other governmental approvals required in order for CONSULTANT to provide the type of services required hereunder.
32. CONSULTANT shall immediately notify CITY in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the CITY.
33. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.
34. Any public or private entity or official and any member of the public shall have access to any books, documents, papers, and records of the CITY and CONSULTANT which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. CONSULTANT agrees to comply with the Florida Public Records Law.

In addition to other Agreement requirements provided by law, the CONSULTANT must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the service to the CITY under this agreement;
- b. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of any requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the public agency; and
- d. Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

Failure of the CONSULTANT to abide by the terms of this provision shall be deemed a material breach of this Agreement and the CITY may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the Agreement.

35. **PUBLIC RECORDS COMPLIANCE.** CONSULTANT agrees that, to the extent that it may "act on behalf" of the CITY within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services under this Agreement, it shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONSULTANT does not transfer the records to the public agency.
- d. Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the CONSULTANT or keep and maintain public records required by the public agency to perform the service. If the CONSULTANT transfers all public records to the public agency upon completion of the Agreement, 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 Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- e. Pursuant to Section 119.0701(2)(a), Fla. Stat., **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**BUNNELL CITY HALL
OFFICE OF THE CITY CLERK
604 E MOODY BLVD., UNIT 6
BUNNELL, FLORIDA 32110
(386) 437-7500**

PUBLIC RECORDS COMPLIANCE INDEMNIFICATION. CONSULTANT agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the CONSULTANT's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONSULTANT's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONSULTANT authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONSULTANT in Flagler County Circuit Court on an expedited basis to enforce the requirements of this section.

36. **COMPLIANCE/CONSISTENCY WITH SECTION 768.28, FLA. STAT.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.
37. **NON-APPROPRIATION.** The CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the CONSULTANT shall be notified as soon as is practical by memorandum from the CITY Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated notwithstanding any automatic renewal as may be provided in the Agreement. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the CITY, subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by an appropriation.
38. **E-VERIFY COMPLIANCE.** CONSULTANT affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONSULTANT is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONSULTANT requires from each of its subconsultants an affidavit stating that the subconsultant does not employ, Agreement with, or subcontract with an unauthorized alien, and that CONSULTANT is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

39. **COMPLIANCE/CONSISTENCY WITH SCRUTINIZED COMPANIES PROVISIONS OF FLORIDA STATUTES.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an agreement for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing an agreement for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria.

Accordingly, CONSULTANT hereby certifies that CONSULTANT is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONSULTANT further hereby certifies that CONSULTANT is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONSULTANT understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject CONSULTANT to civil penalties, attorney's fees, and/or costs. CONSULTANT further understands that any agreement with CITY for goods or services of any amount may be terminated at the option of CITY if CONSULTANT (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the Agreement is one million dollars (\$1,000,000) or more, the Agreement may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

40. **ATTORNEYS' FEES AND COSTS.** Notwithstanding any of other provision to the contrary, if litigation ensues regarding this Agreement, each party hereto shall bear its own attorneys' fee and costs.

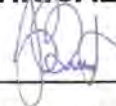
41. Any notices required by this Agreement shall be mailed to the following individual(s), by Certified Mail, Return Receipt requested:

DUSTIN VOST, INFRASTRUCTURE MANAGER
PO BOX 756
BUNNELL, FL 32110

42. **EXHIBITS.** Each exhibit referred to and attached to this Agreement is an essential part of this Agreement. The exhibits and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this instrument on the days and year indicated below and the signatories below to bind the parties set forth herein.

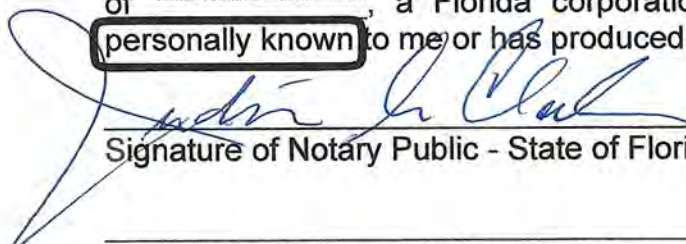
FLORIDA TECHNICAL CONSULTANTS, LLC



Print Name: James Barton
Title: President

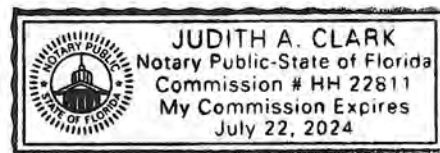
STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26 day of July, 2023, by James Barton of Florida Technical Consultants, LLC, a Florida corporation, on behalf of the corporation, and he/she is **personally known** to me or has produced (type of identification) as identification.



Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:



CITY OF BUNNELL

Catherine D. Robinson, Mayor
Date: 8/14/2023

ATTEST:

Kristen Bates, CITY Clerk

Approved as to Legal Form

Vose Law Firm, CITY Attorney

Exhibit A



Florida Technical Consultants, LLC
401 West Atlantic Avenue Suite 09
Delray Beach, FL 33444
Tel (561) 265-3790 x 107
www.fltechinc.com

Professional Services Fees

January 1, 2023

Florida Technical Consultants Fee Schedule 2022 - 2028

Position	Rate Oct 2022 – Sept 2024	Rate Oct 2024 – Sept 2026	Rate Oct 2026 – Sept 2028
Principal	\$160	\$165	\$170
Project Manager	\$150	\$155	\$160
Senior Professional Engineer	\$145	\$150	\$155
Project Engineer III	\$140	\$145	\$150
Project Engineer II	\$130	\$135	\$140
Project Engineer I	\$120	\$125	\$130
CAD Technician	\$115	\$120	\$125
Junior CAD Technician	\$95	\$100	\$105
Senior GIS Solutions Analyst	\$145	\$150	\$155
Project GIS Analyst III	\$140	\$145	\$150
Project GIS Analyst II	\$130	\$135	\$140
Project GIS Analyst I	\$120	\$125	\$130
GIS Technician	\$105	\$110	\$115
Junior GIS Technician	\$95	\$100	\$105
Construction Services Manager	\$140	\$145	\$150
Construction Inspector II	\$125	\$130	\$135
Construction Inspector I	\$105	\$110	\$115
Clerical	\$65	\$70	\$75

Should you have any questions, please do not hesitate to contact me at my office at (954) 954-8488 or send me an electronic message at jbarton@fltechinc.com.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'James Barton', is written over a blue circular stamp or watermark.

James Barton, P.E.
President
Florida Technical Consultants



Florida Technical Consultants, LLC
533 East Ocean Avenue, Suite #2
Boynton Beach, FL 33435
Tel (954) 914-8488
James Barton P.E., President
jbarton@fltechinc.com
www.fltechinc.com

City of Bunnell

Request for Qualifications Statement for Professional Infrastructure Engineering Services

RFQ No. 2023-02

Submitted by:
Florida Technical Consultants LLC
533 East. Ocean Ave. Suite #2
Boynton Beach, FL 33435

Due Date: May 23rd, 2023

Bunnell City Clerk
604 E Moody Blvd. Suite 6
Bunnell, FL 32110



Florida Technical Consultants

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Letter of Transmittal

Ms. Kristen Bates
Bunnell City Clerk
604 E Moody Blvd. Suite 6
Bunnell, FL 32110

Re: RFQ 2023-02 Request for Qualification Statements for Professional Infrastructure Engineering Services

Dear Ms. Bates:

Florida Technical Consultants, LLC (FTC) is pleased to provide this Request for Qualification Statement in response to your RFQ 2023-02 seeking Professional Infrastructure Services. FTC is a Civil Engineering consulting firm based in Boynton Beach, Florida. Our consulting services focus mainly on the computerized mapping, modeling, inspection, and asset management of water, sewer, reclaimed and storm water utility systems utilizing GIS (Geographic Information Systems) computer software. FTC is an ESRI Silver Business Partner with an ArcGIS Online Speciality and has completed large GIS based utility projects with Cooper City, Boynton Beach Utilities, South Martin Regional Utilities, the Solid Waste Authority of Palm Beach County, and the Coral Springs Improvement District.

As the President of FTC, I have been a licensed and practicing Professional Engineer in the South Florida region continuously for the past 20 years. I am the firm's primary contact and am authorized to make representations for and enter into contracts on behalf of FTC. I believe the information presented in this Qualification Statement will demonstrate to you in detail the scope of the GIS consulting services we offer. This offer of services is valid for 90 days. Please feel free to contact me at your convenience if you have any questions or if you require additional information.

Sincerely,

A handwritten signature in blue ink, appearing to read 'James Barton', is positioned above the typed name.

James Barton, P.E. President
Florida Technical Consultants LLC
533 East. Ocean Ave. Suite #2, Boynton Beach, FL 33435
Tel: (954) 914-8488, Email: jbarton@fitechinc.com



Section A - Ability of Firm and its Professional Team Composition

Florida Technical Consultants, LLC (FTC) is a Civil Engineering consulting firm offering GIS (Geographic Information Systems) specialized consulting services to governmental agencies and private companies in Palm Beach and the surrounding counties in Central and South Florida. The Civil Engineering consulting services offered by FTC are primarily focused on the computerized mapping, modeling, inspection and asset management of municipal utility and infrastructure systems utilizing the GIS computer software. These systems include potable water systems, gravity sewer systems, sewer force mains, reclaimed water systems, storm water systems and various other municipal infrastructure. FTC also provides low resolution engineering services for project design, construction, and inspection for these same systems which are based on these GIS applications. FTC is an ESRI Silver Business Partner with an ArcGIS Online Speciality and has completed large GIS based utility projects with Cooper City, Boynton Beach Utilities, South Martin Regional Utilities, the Solid Waste Authority of Palm Beach County, and the Coral Springs Improvement District in South Florida.

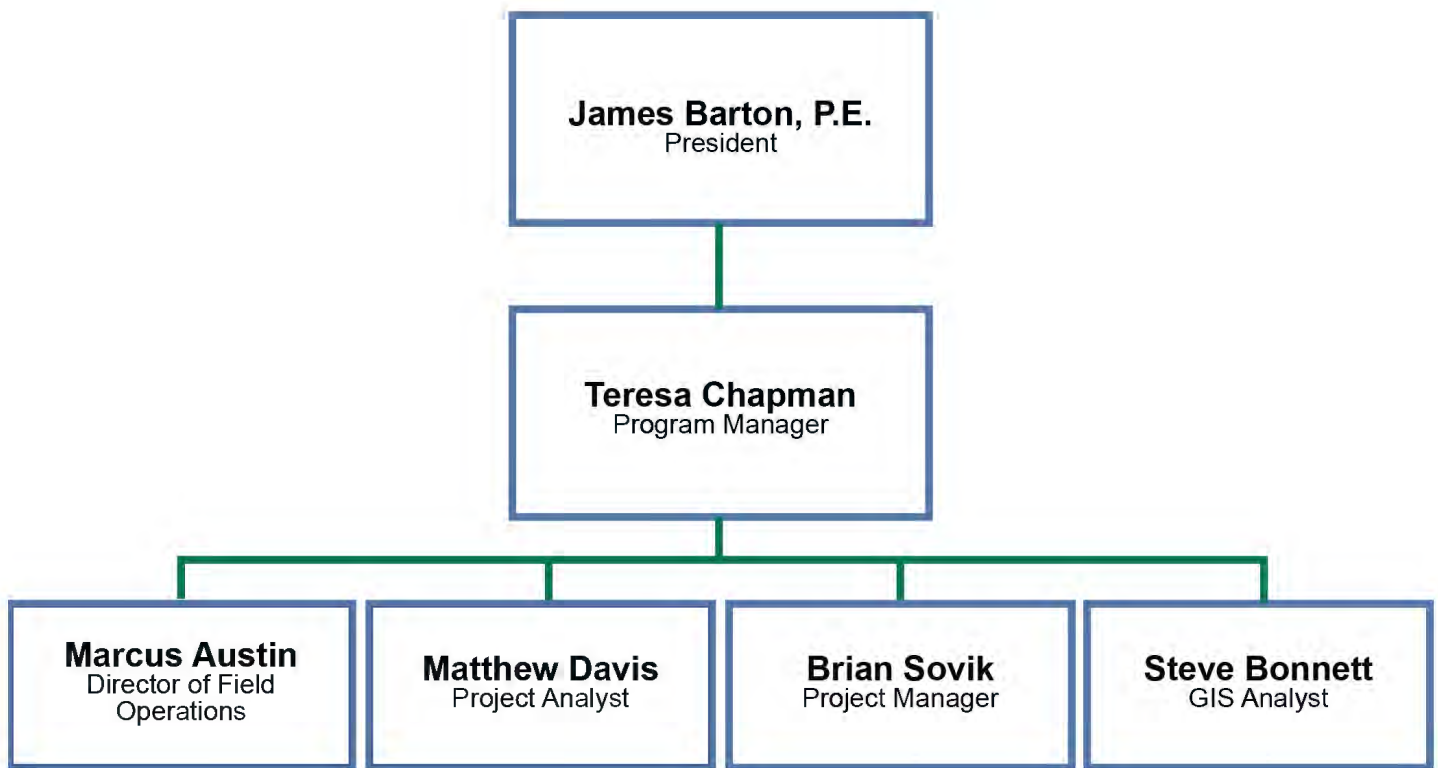
FTC has been in business since January 2014 and is set up as a Limited Liability Company (LLC) under the state of Florida. The firm maintains a current status on the Engineering Business Registry under the Florida Department of Business & Professional Regulation (DBPR) and has obtained pre-qualification as a Professional Consultant under Florida's CCNA (Consultants Competitive Negotiation Act) for many municipalities and government agencies in Florida. These include Boynton Beach, Cooper City, Deerfield Beach, Ft. Lauderdale, Marathon, Miami Gardens, and North Miami Beach. FTC has also obtained SBE/CBE certifications for Palm Beach County, the City of West Palm Beach, Broward County and SFWMD. FTC's main office is located at 533 East. Ocean Ave. Suite #2, Boynton Beach, FL 33435.

FTC always strives to become part of the client's "team" which maximizes the use of the client's existing resources and provides a seamless integration of the GIS projects. FTC brings to the table a highly skilled team which includes a Florida licensed Professional Engineer and trained GIS Specialists along with support staff to fulfill and support the requirements of all of its clients. FTC trusts that you will find that it has the capabilities and expertise to provide you with the GIS based Civil Engineering consulting services that you require.

The following organization chart along with resumes show the proposed principal FTC staff with their individual qualifications, who will perform work as required if the firm is awarded a contract.



Florida Technical Consultants





Florida Technical Consultants



James Barton, P.E.
President

Professional Summary

James is the primary project contact for FTC and provides all project management functions, program development, GIS utility data build and on-site training. His background experience covers all program components with 20 years experience in engineering design and project management of water, sanitation and stormwater programs. These include water resources, infrastructure, rehabilitation, GIS implementation, environmental engineering, utilities and road construction. James has routinely integrated GIS technology with engineering, developing software tools to assist in system modeling, design, and construction administration. Since becoming an ESRI authorized GIS Trainer in 2003, he has provided training to over 75 students in various organizations and disciplines. His specialty is training for people specializing in utilities, public works and engineering as well as providing training for people with fire, police and city and county administrations.

Education

B.Sc. Civil Engineering, Queen's University, Kingston, Ontario, Canada - 1990

Professional Experience

- **President/Principal Engineer** - Florida Technical Consultants, Boynton Beach, FL
2014 to present (8 years)
- **Senior Engineer** - Chen Moore & Associates, Ft. Lauderdale, FL
2001 to 2014 (13 years)
- **Water Engineer** - CARE Canada/Unicef/US AID, Mozambique and Angola, Africa
1991 to 2001 (9 years)

Registration - Professional Engineer, State of Florida, 2003 (#59257)

Affiliations

- American Society of Civil Engineers (ASCE)
- American Water Works Association (AWWA)
- Florida Engineering Society (FES)
- Urban and Regional Information Systems Association (URISA)

Certifications

- ESRI Authorized GIS Trainer
- LEED Accredited Professional



Florida Technical Consultants



Teresa Chapman
Program Manager

Professional Summary

Teresa has over 8 years of engineering and GIS implementation experience. In her capacity as Program Manager with FTC, she has utilized GIS in real-world engineering situations to improve informational management and decision support for both clients and their engineers. Teresa supports the data collection, tracking and analysis functions of her team for multiple municipalities and has performed utility design, permitting, bidding assistance and construction administration services throughout her career. She also has experience in water resources, sanitary sewer systems, infrastructure rehabilitation, and road construction and continues to expand her knowledge base.

Education

B.Sc. Ocean Engineering, Florida Atlantic University, Boca Raton, FL - 2010

Professional Experience

- **Program Manager** - Florida Technical Consultants, Boynton Beach, FL
2019 to present (3 years)
- **Associate Engineer** - Chen Moore & Associates, West Palm Beach, FL
2013 to 2018 (5 years)

Affiliations

- American Society of Civil Engineers (ASCE)
- American Water Works Association (AWWA)
- Florida Engineering Society (FES)
- International Propeller Club of the United States
- Palm Beach Countywide GIS Forum

Certifications

- InfoWater Training Certificate
- Stormwater Management Inspector
- MOT



Matthew Davis
Project Analyst

Professional Summary

Matt has a proven track record in developing and implementing GIS policies, open data software, advanced analysis systems, and architecture deployment of digital content. He's highly adept at delivering innovative initiatives, conducting site visits, providing predictive analysis, and executing improvement strategies focused on quality and consistency. Matt is skilled in monitoring budgets and drafting funding, resourcing, and status reports and he's considered an expert in leading, training, and empowering technical teams. Matt has been instrumental in building productive relationships with clients, technologists, businesses, and stakeholders. He brings to the table a strong background in Fast, Agile, Urban design processes, and technology implementation.

Education

Master of Engineering in Engineering Management, University of Colorado, CO - 2024
B.Arts, McMaster University, Hamilton, Ontario - 2018
Certificate in Visualizing Data, New York University Stern School of Business, NY - 2020
Post Graduate Certificate in GIS, Fanshawe College, London, Ontario - 2011
Diploma in GIS and Urban Planning Technology, Fanshawe College, London, Ontario - 2007

Professional Experience

- **Project GIS Analyst** - Florida Technical Consultants, Boynton Beach, FL
2022 to present (1 year)
- **Strategic Innovation Officer** - City of Hallandale Beach, FL
2019 to 2022 (3 years)
- **GIS Coordinator** - City of Lake Worth, Lake Worth, FL
2018 to 2019 (2 years)
- **Senior GIS Technologist Haldimand County** - Haldimand County, Cayuga, Ontario
2010 to 2018 (8 years)

Affiliations

- Urban and Regional Information Systems Association (URISA)
- United States Geospatial Intelligence Foundation (USGIF)
- GIS Certification Institute (GISCI) - GISP designation expected December 2022
- Atlantic Association of Geomatics and Planning (AAGP)
- American Institute of Certified Planners (AICP)



Florida Technical Consultants



Marcus Austin, GC
Director of Field Operations

Professional Summary

Marcus is an expert in utility infrastructure having managed construction programs for several municipalities worth over \$100 million during the last 25 years. He uses GIS to manage construction and assess the condition of infrastructure. Marcus's primary focus is working with field teams to grow the use of GIS in the organization. He is a result-oriented leader with extensive experience in collaborative planning, development and delivery of strategic projects and services through teams and organizations. Marcus has a proven ability to manage large, complex teams and projects delivering timely, cost-effective and high-quality results. He can initiate change and cross-functional process improvements and recommendations to facilitate efficient work-flow.

Education

A. Sc. Civil Engineering, Hudson Valley Community College, Troy, NY - 1987

Professional Experience

- **Director of Field Operations** - Florida Technical Consultants, Boynton Beach, FL
2017 to present (5 years)
- **Director of Construction** - Chen Moore & Associates, Ft. Lauderdale, FL
2002 to 2017 (15 years)
- **Project Manager** - Craven Thompson & Associates, Ft. Lauderdale, FL
1992 to 2001 (9 years)
- **Project Manager / Designer** - The Anderson Group, Albany, NY
1989 to 1992 (3 years)

Registration - General Contractor's License #1506546, State of Florida, 2003



Brian Sovik, GISP
Project Manager

Professional Summary

Brian has been working with Asset Management and GIS technologies since 1993 and is currently FTC's Client Services Manager for Western Florida. He is a seasoned Project Manager with real-world experience working with dozens of clients throughout the United States and the Caribbean. Brian has demonstrated strong management skills and with successful past experience managing contracts. This has included managing overall task and subconsultant budgets; reporting on budget and schedule; ensuring timely and accurate invoicing; ensuring high quality timely work products; providing timely notice and documentation of changes; coordinating subconsultants; communicating on project activities; and being the primary point of contact and communication for projects.

Education

B.A. Geography, Bowling Green State University, Bowling Green, OH - 1996

MPA International Affairs, Bowling Green State University, Bowling Green, OH - 1996

M.A. Geography, Arizona State University, Tempe, AZ - 2013

Professional Experience

- **Project Manager** - Florida Technical Consultants, Boynton Beach, FL
2022 to present (1 year)
- **Vice President** - Data Transfer Solutions, LLC, Orlando, FL
2011 to - 2022 (11 years)
- **GIS Manager** - AMEC, Phoenix, AZ
2005 to 2011 (6 years)
- **GIS Regional Manager** - Geographic Technologies Group, Boynton Beach, FL
2002 to 2005 (3 years)



Florida Technical Consultants



Steve Bonnett
GIS Analyst

Professional Summary

Steve served as GIS Manager at Broward County Water/Wastewater Services for over 17 years. He was educated as an engineer but transitioned to GIS approximately 24 years ago. He oversaw the day-to-day GIS operations for the Utility. He guided the GIS from old ArcInfo coverages to a current high availability enterprise GIS. He managed an Oracle SDE geodatabase with a geometric network. He managed a staff of four individuals who were highly educated and experienced. His skills include Enterprise GIS, SDE geodatabases, geometric networks, AutoCAD, and various ESRI software extensions. Prior to coming to the County, he was the GIS manager for a town in Oregon for three years.

Education

Florida Atlantic University –GIS

Oregon State University – Engineering

Linn-Benton Community College – Civil Engineering Technology - Drafting

Professional Experience

- **GIS Analyst** - Florida Technical Consultants, Boynton Beach, FL
2019 to present (4 years)
- **GIS Manager**- Broward County Water/Wastewater Services, Pompano Beach, FL
2012 to - 2019 (7 years)

Certifications

- GISP - 2013

Section B - Firm's Related Experience

A sampling of some of the major projects completed by FTC which demonstrate its experience and expertise is as follows:

Cooper City Utility Department

Address: 11791 SW 49th St., Cooper City, Florida 33330
 Phone: 954-434-5519
 Fax: 954-680-3159
 Contact Person: Raj Verma, Utilities Director
 Project Dates: Oct. 2014 to present
 Contract Award Value: \$200,000.00

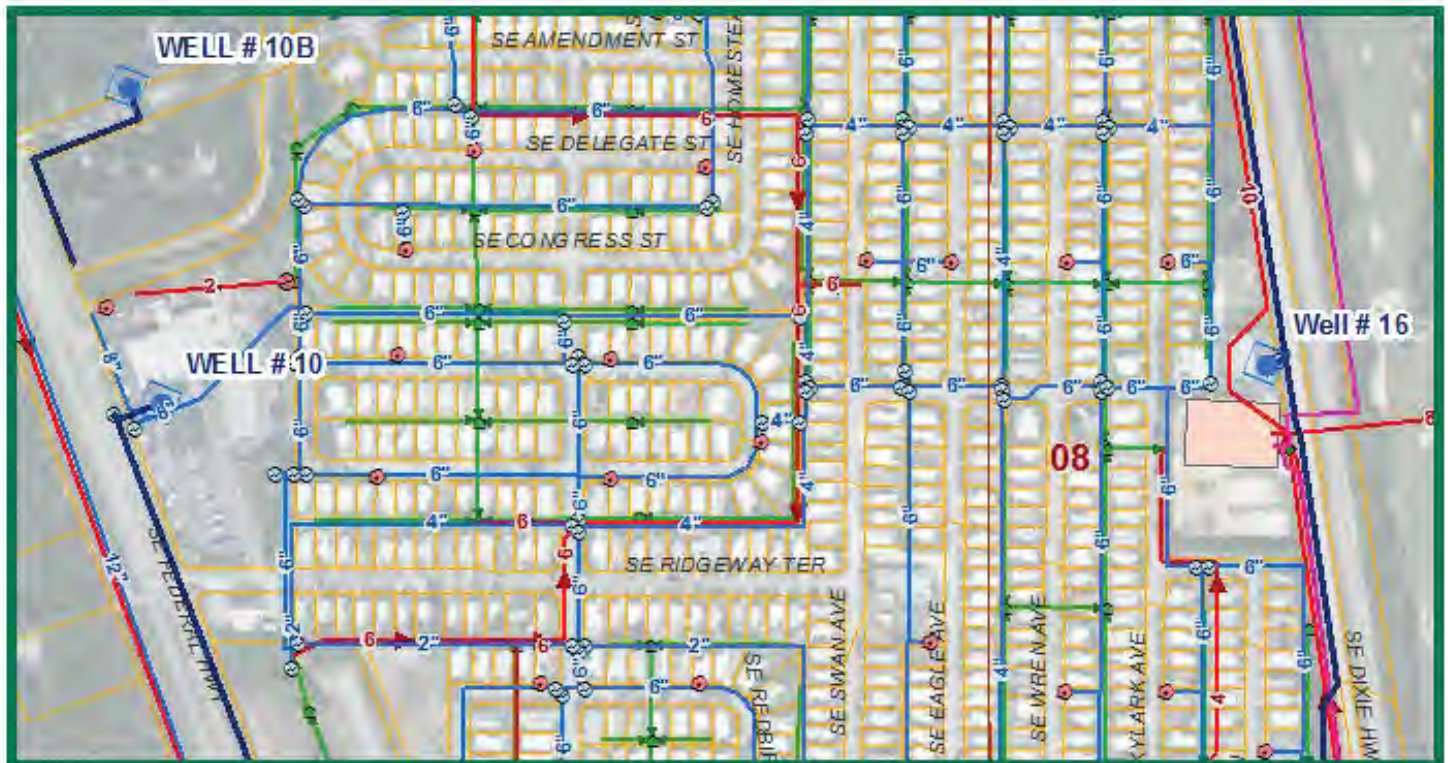
Project Summary: This is a large and ongoing project in which FTC converted Cooper City's entire CAD Atlas to GIS. The systems included are water, sewer and drainage. In addition, FTC has set up geometric networks which were run for valve isolation and capacity analysis. Other activities included coordinating hydrant labels for the Fire Department and tracking the progress of the contractor who was responsible for the ongoing valve turning contract. Online ArcGIS applications were also developed, and Cooper City's Utilities' staff was trained to update and verify features as well as track emergency utility repairs.



South Martin Regional Utility (SMRU)

Address: 9000 SE Athena St, Hobe Sound, FL 33455
 Phone: 772-545-0171
 Fax: 772-546-6378
 Contact Person: Stuart Trent, Public Works Director
 Project Dates: May 2015 to present
 Contract Award Value: \$115,000.00

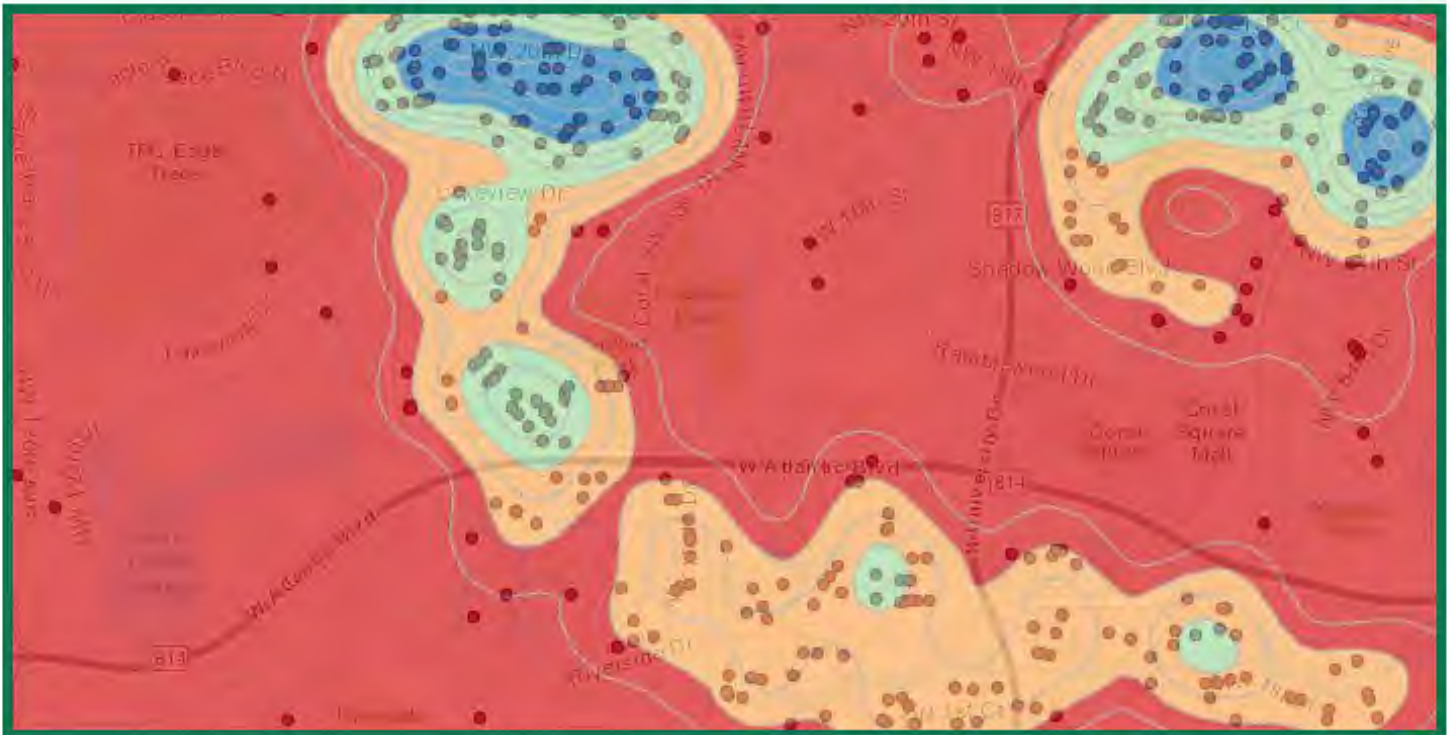
Project Summary: For this project FTC converted the client's entire utility Atlas to GIS which included both water and sewer systems. The process was complicated by the fact that some of the existing CAD parcel data was incorrect which in cases necessitated field verification. To facilitate this field verification FTC developed mobile apps in ArcGIS in order to validate the data in the field.



Coral Springs Improvement District (CSID)

Address: 10300 NW 11th Manor, Coral Springs, FL 33071
Phone: 954-796-6608
Fax: 954-757-4850
Contact Person: Curt Diggins, CSID Supervisor
Project Dates: Oct. 2015 to present
Contract Award Value: \$40,000.00

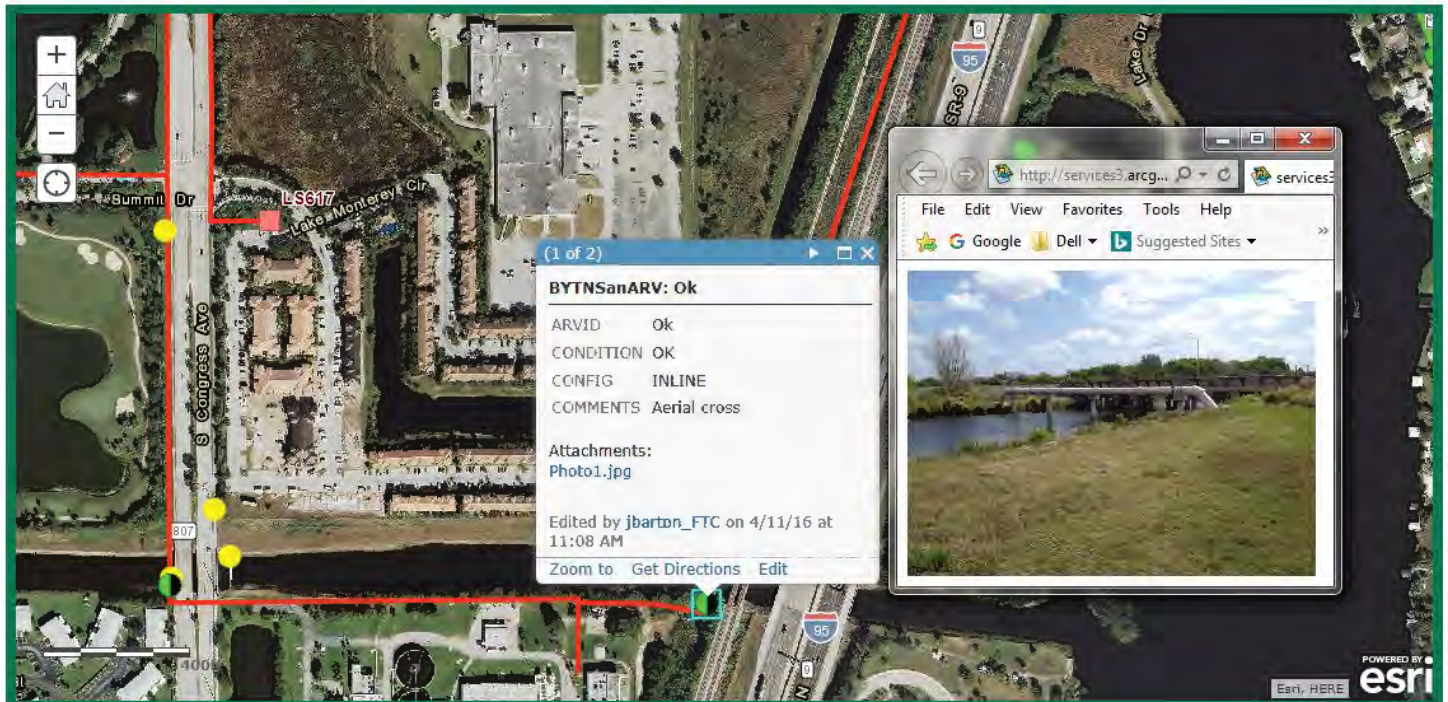
Project Summary: FTC provided the client with data setup services and training so that the client's staff was able to collect and input their data directly into their GIS program. In addition, FTC's services included mapping of water main breaks with a density analysis being carried out to prioritize replacement. Also, staff was trained in the use of ArcGIS for both field and desktop applications.



City of Boynton Beach Utilities Department

Address: 124 E. Woolbright Rd., Boynton Beach, FL 33435
 Phone: 561-742-6403
 Fax: 561-742-6090
 Contact Person: Waneya Bryant, Manager of Asset Management Systems
 Project Dates: Dec. 2016 to present
 Contract Award Value: \$150,000.00

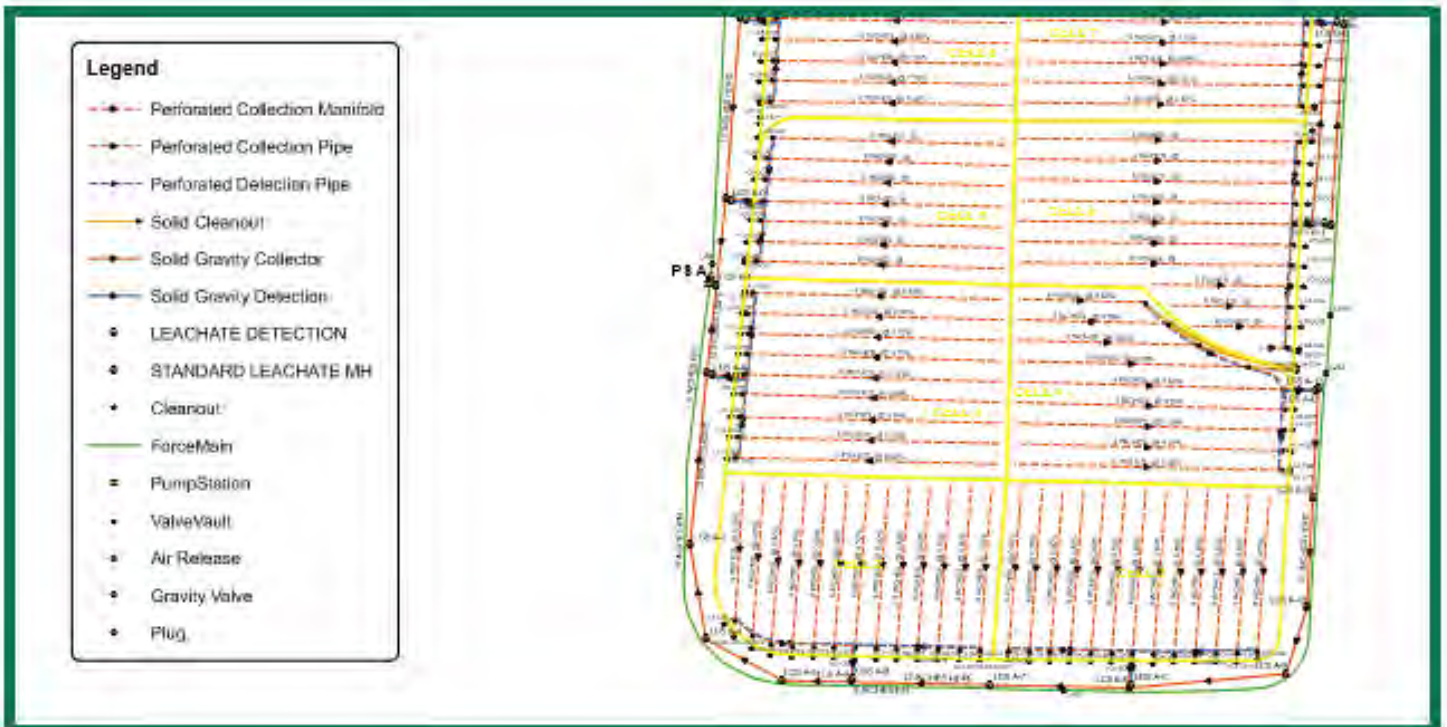
Project Summary: FTC created a GIS data set to support modeling of the potable water, sanitary sewer, reclaimed water and stormwater systems. Several sources of existing data were merged and topologically cleaned for snapping and node creation. Elevations were extracted and used to populate nodes. In addition, ArcGIS applications were developed and the client’s staff were trained to inventory and field verify the various systems’ features.



Solid Waste Authority of Palm Beach County (SWA)

Address: 7501 N. Jog Road West, Palm Beach, FL 33412
 Phone: 561-640-4000
 Fax: 561-640-3400
 Contact Person: Josephine Rudd, GIS Director
 Project Dates: Sept. 2020 to present
 Contract Award Value: \$50,000.00

Project Summary: For this project FTC converted the client's entire utilities CAD Atlas to GIS while working as a subcontractor for another company. The utility systems which were converted to GIS included the water, sewer, drainage, leachate, electrical, and gas well monitoring systems. Several methods were also used to map well monitoring values in order to visualize trends. FTC is now training SWA staff in converting CAD drawings to GIS and in maintaining the overall GIS systems.



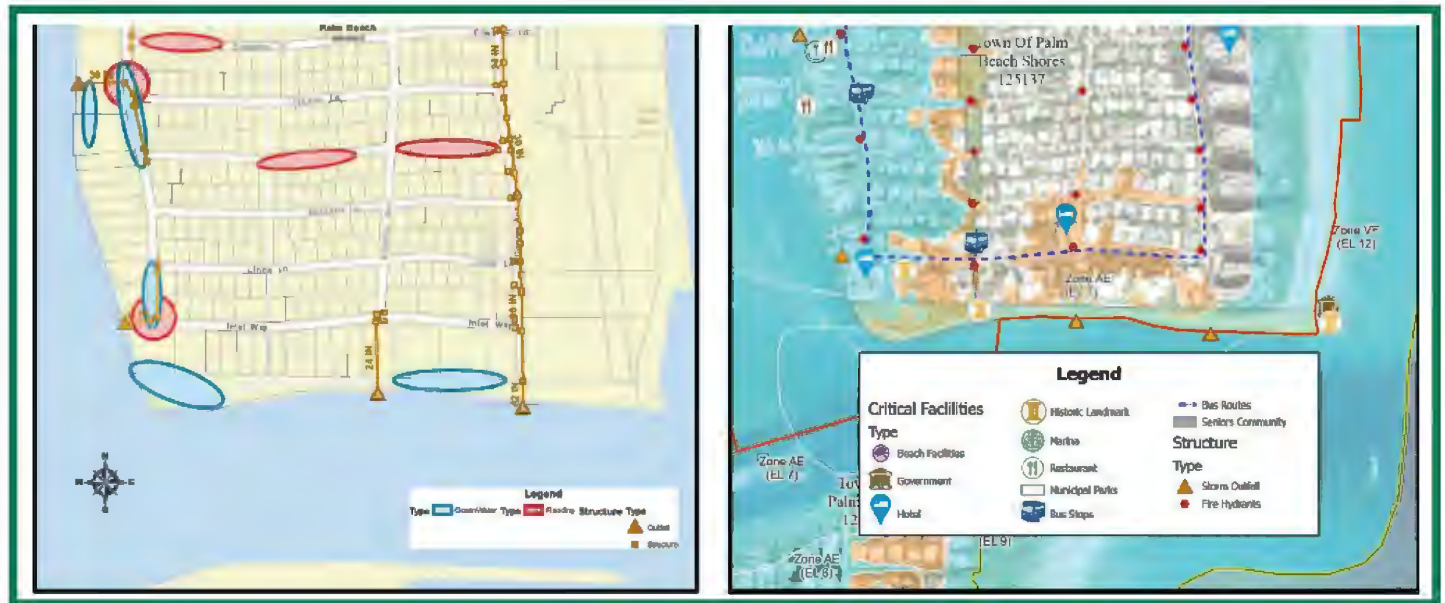


Florida Technical Consultants

Town of Palm Beach Shores

Address: 247 Edwards Lane, Palm Beach Shores, FL 33404
 Phone: 561-844-3457
 Fax: 561-863-1350
 Contact Person: Alan Welch, Public Works Director
 Project Dates: Sept. 2014 to present
 Contract Award Value: \$50,000.00

Project Summary: FTC was the Town Engineer supporting many initiatives focused on stormwater improvements. The first was an engineering project installing 42 inch stormwater pipes along East Ocean Ave., removing a system bottleneck and eliminating a serious flooding issue. FTC then inventoried and created GIS data for all Town infrastructure. This data was used to create Storm Water Master Plan components and support a Vulnerability Assessment for future grants.



Section C - Firm's Approach and Methodology

The primary focus of FTC is in providing comprehensive Civil Engineering consulting services utilizing GIS in the following areas:

- **Utility Operations, Maintenance and Asset Management**
- **Master Planning, Modeling and Engineering Studies**
- **Capital Improvement Project Development**
- **Engineering Data Development and Updating**
- **Engineering Design and Permitting**
- **Construction Inspection Services**

The following graphic and accompanying descriptions show the services FTC offers, the methodology behind these services, and how GIS data is central to the management workflow of municipal utilities and engineering departments.



Utility Operations, Maintenance and Asset Management

FTC can effectively implement GIS tools and develop GIS applications to provide essential support to all types of utility projects' field operations. Since the field staff are so critical to operations, FTC focuses on developing the capacity and capabilities of these teams. Some of the specific areas where FTC can develop and implement GIS applications are as follows:

- Water System operations tracking including valve turning, hydrant replacement, meter replacement, water testing, and outage management.
- Sanitary System lift station condition assessments, gravity main lining projects and blockages/overflow monitoring.
- Stormwater flood areas mapping, 3-D surface modeling and NPDES tracking.
- Public Works management including asphalt condition analysis, sidewalk planning and maintenance, and ADA management.
- Utility map inventory
- As Built access from mobile devices.
- Treatment Plant facilities mapping.
- Public parks and community rating system applications.

Master Planning, Modeling and Engineering Studies

GIS data is now the standard platform for managing engineering data for master planning, modeling and other types of engineering studies. FTC is very experienced at GIS based planning and modeling software for water, sewer and stormwater applications with additional types of system analysis being available using the GIS software's built-in tools. FTC can assemble these different GIS tools into a common platform which provides a robust program management capability. FTC can create Dashboards which provide real time tracking of programs and project status. These allow Utility managers and field staff to review system analytics and intuitively gather information about the system being monitored. This information can then be used for planning purposes as well as permitting and regulatory reporting requirements.

Capital Improvement Project Development

The end result of the data analysis carried out for Master Planning and Engineering Studies are recommendations for system improvements by way of Capital Improvement Projects (CIPs). FTC can provide a very data driven platform utilizing GIS which can be applied to identify utility problem areas, map their locations, perform site research with field staff and develop recommendations for Capital Improvement Projects. Once developed, FTC can then utilize GIS for tracking of these Capital Improvement Projects as well as provide overall budget management through GIS dashboards. The benefits of a GIS based CIP platform over a paper based report is that the GIS platform can be updated on an ongoing basis as projects progress and as new challenges arise.

Engineering Data Development and Updating

All GIS applications start with data. Whatever condition or format the data currently resides in, FTC can migrate this data into a standard GIS platform as a basis for data capture, creation and maintenance. What does this mean in real terms? Here's an example. One of FTC's current clients was utilizing the setup as shown to store and categorize the as-built drawings of all their utility systems.



Needless to say, obtaining useful utility data from this type of setup was time consuming at best. FTC converted this data into a computer based GIS as-built tracker for this client. Now the data is centrally located and can be updated as needed. The client's Engineering and Utility Departments now have instant access to this information.

The FTC process for data development starts with evaluating and loading the data into the GIS system. Data sources including existing digital data, as-built drawings, wall maps and staff knowledge of the system. Corrections are then made based on high resolution aerials. Where there are still questions, field teams are mobilized to collect data directly from the field. FTC can create inspection tools and apps which field staff can then utilize on mobile devices to directly update and confirm the data in question. Having reliable data for utility systems saves money in design, construction and maintenance. It also streamlines the utility response times to outages and repair issues.

Engineering Design and Permitting

FTC's staff have been using a GIS based design approach for over 20 years and can apply the GIS platform to all components of the design cycle including:

- Site Investigation
- Report Preparation
- Project Planning
- Design



- Preparation of plans, specifications, and contract documents
- Permit Preparation
- Preparations of schedules, bid awards and evaluations

Having good utility data is crucial for Engineering Design. It allows consultants to collaborate with management and make better decisions. The status of engineering projects can also be included in the CIP tracking program. Information from preliminary designs, surveys, and test holes can be brought into GIS to improve the base data. FTC uses an integrated approach for all projects which avoids duplication of effort and ensures that data changes are not lost in the plans and that the data is set up for GIS migration at the end of construction.

Construction Inspection Services

FTC offers Construction Inspection services which utilize the GIS platform to ensure the timely completion of the project and minimize resident issues. FTC knows that for any project to be successful the goals of the project need to be met, the construction process needs to be smooth and of the highest quality, resident issues are addressed and the contractor makes a profit.

FTC's Construction Inspection services include understanding the project by reviewing plans and permits, inspecting affected utilities, performing site reviews and carrying out pre-construction meetings with residents. During construction FTC will monitor field operations and track progress as well as providing periodic updates to key stakeholders and residents. At the project's completion FTC will close out the project quickly and effectively and will facilitate the updating of the construction data into the GIS system. FTC has completed very large, complicated projects with great success using GIS to facilitate the construction process.



Section D - Effects of the Firm's Current and Projected Workload

FTC currently employs 8 full time Engineers and GIS Specialists to carry out the firm's workload of the GIS based consulting projects. The following is a listing of some of the major projects which FTC is currently working on as the Prime contractor.

Client: City of Riviera Beach

Project Value: \$148,620

Status: 14% complete

Client: Coral Springs Improvement District

Project Value: \$145,440

Status: 74% complete

Client: City of Marathon

Project Value: \$80,000

Status: 53% complete

Client: Village of Palm Springs

Project Value: \$60,000

Status: 5% complete

Client: City of Pembroke Pines

Project Value: \$100,000

Status: 71% complete

Client: City of Hollywood

Project Value: \$153,600

Status: 14% complete

FTC also has a large number of small clients due to the nature of the GIS consulting services which FTC provides. Most of the projects which FTC works on are ongoing projects which update yearly as municipal budgets are generated. FTC's workload is certainly substantial however any projects initiated for the City of Bunnell would be given the highest priority in particular during the start up phase. In the event FTC's workload surpassed current levels, new staff would be brought on board to handle this additional work. FTC does not usually employ subcontractors nor is this anticipated to change.



Section E - Local Firms

FTC does not meet the requirements for being a Local Firm as its main office is in Palm Beach County. Nor does FTC currently or anticipate utilizing any subcontractors based in Flagler County.



Section F - Completeness of Response

FTC trusts that you will find this Statement of Qualifications to be a complete and comprehensive response.



Section G - References for Firm and All Subconsultants

Michael Bailey, P.E.
Utilities Director
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
Tel: 954-518-9060, Fax: 954-518-8900
Email: mbailey@ppines.com
Project Dates: Oct. 2014 - present
Contract Award Value: \$200,000.00

Project Summary: This is a large and ongoing project in which FTC converted the client's entire CAD Atlas to GIS. The systems included are water, sewer and drainage. In addition, FTC has set up geometric networks which were run for valve isolation and capacity analysis.

Ronald L. Bolton
Executive Director
Gasparilla Island Water Association
P.O. Box 310,
Boca Grande, FL 33921-0310
Tel: 954-593-3823
Email: ron@mygiwa.com
Project Dates: Sept. 2014 to present
Contract Award Value: \$360,000

Project Summary: FTC converted the City CAD Atlas to GIS. ArcGIS Applications were developed, and the staff was trained to inventory and field verify features. Systems included water and sewer.

Curt Dwiggin
Field Services Supervisor
Coral Springs Improvement District (CSID)
10300 NW 11th Manor,
Coral Springs, FL 33071
Tel: 954-796-6608 - Fax: 954-757-4850
Email: curtd@fladistricts.com
Project Dates: Oct. 2015 to present
Contract Award Value: \$40,000.00

Project Summary: FTC provided the client with data setup services and training so that the client's staff was able to collect and input their data directly into their GIS program. In addition, FTC's services included mapping of water main breaks with a density analysis being carried out to prioritize replacement. Also staff was trained in the use of ArcGIS for both field and desktop applications.

Appendix A - Required Forms Packet Project Experience

APPENDIX A REQUIRED FORMS PACKET

RFQ #2023-02 for PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES

THE FOLLOWING FORMS ARE REQUIRED AND ARE TO BE FILLED OUT COMPLETELY AND SUBMITTED WITHIN THE QUALIFICATIONS SUBMITTALS AS PER THE RFQ INSTRUCTIONS. FORMS SHALL BE SIGNED BY AUTHORIZED PERSONNEL, COMPLETED IN THEIR ENTIRETY, AND INSERTED WITHIN YOUR SUBMITTAL AS PER THE INSTRUCTIONS. ALL ADDITIONAL REQUESTED DOCUMENTATION SHALL BE SUBMITTED AS REQUIRED BY THE SOLICITATION DOCUMENTS.

21. Checklist
22. Application Form
23. Acknowledgements Form
25. Certification Form
26. Declaration Form
27. Qualifications Form
29. Reference Form
30. Scrutinized Companies Form
31. Subcontractor Listing Form
32. Insurance Requirements Form
34. Americans with Disabilities Act Affidavit Form
35. Conflict of Interest Form
36. Drug-Free Workplace Certification Form
37. Non-Collusion Form
38. Public Entity Crimes Form
40. Public Records Compliance Form
41. Copy of W-9

PROPOSER CHECK LIST


IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Response.

Proposer should check off each of the following items as the necessary action is completed:

- All applicable forms have been signed and included
- All information as requested in the Proposer's Qualification Form is included.
- Any addenda have been signed and included.
- The mailing envelope **must be sealed and marked** with RFQ Number "**RFQ #2023-02**" and RFQ Title "**PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**".
- The mailing envelope has been addressed to:
 - City of Bunnell
 - City Clerk Office
 - P.O. Box 756
 - Bunnell, FL 32110
- The Response will be mailed or delivered in time to be received no later than the specified due date **May 16, 2023** and time **02:00 PM**. (Otherwise, the Response WILL NOT be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFQ NUMBER AND QUALIFICATION NAME ON THE OUTSIDE OF THE COURIER PACKET

Florida Technical Consultants, LLC
Company


Authorized Signature

James Barton, P.E., President
Printed Name & Title


jbarton@fitechinc.com
Email

533 E. Ocean Avenue, Suite # 2
Address

Boynton Beach, FL 33435
City, State, Zip Code

954-914-8488
Telephone No.

561-224-0951
Fax No.

 <p style="text-align: center;">APPLICATION FORM</p> <p style="text-align: center;">PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES</p>	<p>RFQ-2023-02 ISSUED BY: MARY ANNE ATWOOD PROJECT MANAGER PHONE NO: (386) 986-6702 EMAIL: MATWOOD@BUNNELLCITY.US</p>	
<p>SUBMIT QUALIFICATIONS PACKAGE PRIOR TO: CLOSING DATE: May 16, 2023 CLOSING TIME: 02:00 P.M.</p>	<p style="text-align: center;">SUBMIT TO: BUNNELL CITY CLERK'S OFFICE 604 E MOODY BLVD., SUITE 6 PO BOX 756 BUNNELL, FL 32110</p>	
<p>PROJECT TITLE & DESCRIPTION: PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES</p> <p>Provide professional engineering services for assigned tasks that are related to but not limited to the City's water resources, wastewater and water utilities' treatment, storage, water distribution, sanitary collection/pumping/transmission, stormwater systems, reclaimed water systems and public roadways planning/design/permitting requirements for engineering design services.</p>		
<p>THE RESPONDENT HEREBY AGREES TO FURNISH THE SERVICES PURSUANT TO ALL REQUIREMENTS, SPECIFICATIONS, AND SCOPE OF SERVICES CONTAINED IN THIS SOLICITATION DOCUMENT, AND FURTHER AGREES THAT THE LANGUAGE OF THIS DOCUMENT SHALL GOVERN IN THE EVENT OF A CONFLICT WITH HIS OR HER RESPONSE. BY MY SIGNATURE I CERTIFY THAT THIS RESPONSE IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, BUSINESS ENTITY, OR PERSON SUBMITTING A RESPONSE FOR THE SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.</p>		
<p>THIS APPLICATION FORM MUST BE SIGNED TO BE CONSIDERED FOR</p>		
<p>COMPANY NAME: Florida Technical Consultants, LLC</p>	<p>DATE: 05/06/2023</p>	
<p>MAILING ADDRESS: Post Office Box 850, Boynton Beach, FL 33425</p>	<p>PHONE: 954-914-8488 FAX: 561-224-0951</p>	
<p>CITY: Boynton Beach</p>	<p>STATE: FL</p>	<p>ZIP: 33435</p>
<p>TITLE OF AUTHORIZED REPRESENTATIVE: James Barton, P.E., LEED AP, President</p>		
<p>E-MAIL: jbarton@fltechinc.com</p>	<p>WEB URL: www.fltechinc.com</p>	
<p>AUTHORIZED SIGNATURE: </p>	<p>PRINTED NAME: James Barton, P.E., LEED AP</p>	

ACKNOWLEDGEMENTS
RFQ #2023-02
“PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES”

To: City of Bunnell
604 E. Moody Blvd. Unit 6 P.O. Box 756
Bunnell, FL 32110

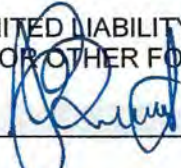
Florida Technical Consultants, LLC

(Proposer) guarantees its Response to RFQ #2023-02 for a period not to exceed one hundred twenty (120) days from the date its Response was submitted to the City of Bunnell unless an extension is granted by the Proposer.

The Contractor, by signing these **RFQ** Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this **RFQ** Document.

Dated this 6th day of May, 2023

INDIVIDUAL, LIMITED LIABILITY COMPANY,
 PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By:  James Barton, P.E., LEED AP, President
 (Signature) (Print name)

Address: 533 E. Ocean Ave., Suite 2, Boynton Beach, FL 33435

Telephone: 954-914-8488 Fax: 561-224-0951

Taxpayer/Employer Identification Number (TIN/EIN): 47-1886339

CORPORATION

By: _____ (Signature) _____ (Print name)

Address: _____

Telephone: _____ Fax: _____

Taxpayer/Employer Identification Number (TIN/EIN): _____



Florida Technical Consultants

State of Incorporation:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print

CORPORATE SEAL

Attest By (Secretary): _____

Signature

Date

PROPOSER'S CERTIFICATION FORM

- I have carefully examined the request for qualifications, instructions to proposers, general and/or special conditions, vendor's notes, specifications, and any other documents accompanying or made a part of this request for qualifications.
- I agree to abide by all conditions of the RFQ and understand that a background investigation may be conducted by the City of Bunnell prior to an award.
- I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this qualifications statement on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the contract.
- I further certify, under oath, that this qualifications statement is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a qualifications statement for the same product or service; no officer, employee or agent of the City of Bunnell government or of any other proposer interested in said RFQ; and that the undersigned executed this proposer's certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of business Florida Technical Consultants, LLC

By: 

Signature James Barton, P.E., LEED AP, President

Name & title, typed or printed state

State of Florida

County of Palm Beach

Post Office Box 850

Mailing address

Boynton Beach, FL 33435

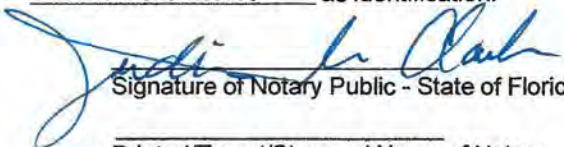
City, State, Zip Code

(954) 914-8488

Telephone number

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of May, 2023, by James Barton, P.E. of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced FL Driver's License as identification.

* Florida Technical Consultants, LLC


Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My Commission expires:



DECLARATION STATEMENT

City of Bunnell
P.O. Box 756
604 E. Moody Blvd. Unit 6
Bunnell, FL 32110

RE: RFQ #2023-02 , “PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES”

Dear Mayor and Council Members:

The undersigned as Proposer, or on behalf of Proposer, declares that this Response is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the Responses.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **RFQ #2023-02 , “PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES”**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 6th day of May, 2023 in the City of Bunnell, in the State of Florida .

Florida Technical Consultants, LLC
Company

Authorized Signature

James Barton, P.E., President
Printed Name & Title

jbarton@fitechinc.com
Email

533 E. Ocean Avenue, Suite # 2
Address

Boynton Beach, FL 33435-4922
City, State, Zip Code

954-914-8488
Telephone No.

561-224-0951
Fax No.



PROPOSER'S QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

<u>% Completed</u>	<u>Project</u>	<u>Contract</u>	<u>Amount</u>
14%	Riviera Beach Lead Copper	GIS Engineering Services	\$ 148,620.00
74%	Coral Springs Improvement District	GIS Engineering Services	\$ 145,440.00
53%	City of Marathon	GIS Engineering Services	\$ 80,000.00

LIST CURRENT PROJECTS FOR WHICH YOU ARE THE CANDIDATE FOR AWARD:

Lauderdale Lakes CCNA	GIS Engineering Services
City of Mirama CCNA	GIS Engineering Services

OTHER INFORMATION ABOUT PROJECTS:

Has Proposer, at any time, failed to complete a contract?

Yes No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

Yes No

Attach detailed explanation as required under Tab IV of Response Format.

CONTRACT VALUES:

List total value of contracts for work completed on similar projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Values must be listed individually by contract or project and then summarized as a total dollar amount.**

\$ 1,000,000.00 _____ Total Value for PAST completed and similar project

\$ 1,000,000.00 _____ Total Value for PAST completed and similar project



Florida Technical Consultants

Attach additional page if necessary.

REFERENCES:

Bank(s) Maintaining Account(s): Wells Fargo Bank, Phone # 800-869-3557

Post Office Box 6995, Portland, OR, 97228-9704

Surety/Underwriter (if required): _____

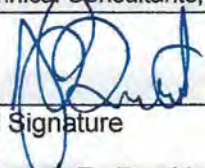
Other References: (Use additional sheets if necessary)

Duns # 064237293

TYPE OF FIRM:

- Corporation: If firm is a corporation, please list state in which it is incorporated: Florida. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida. Years in business: 9 Years
- Partnership/Years in Business: _____
- Sole Proprietorship/Years in Business: _____
- Other: Please list: _____

Florida Technical Consultants, LLC
Company


Authorized Signature

James Barton, P.E., President
Printed Name & Title

jbarton@fitechinc.com
Email

533 E. Ocean Avenue, Suite # 2
Address

Boynton Beach, FL 33435-4922
City, State, Zip Code

954-914-8488
Telephone No.

561-224-0951
Fax No.



REFERENCE FORM

Provide the business names, contact person, email and telephone number of four (4) references for which the Proposer has provided services similar to the services described in this RFQ for three (3) years or more within the last five (5) year period. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

The Proposer will identify whether the business entity is incorporated in Florida, another state, or is in a foreign country. If a proposer is a corporation, provide a copy of the Certification from the Florida Secretary of State verifying the Proposer's corporate status and good standing. The Proposer shall include a copy of its business license with the submittal.

- 1. Name of Company: City of Pembroke Pines
 Address: 8300 South Palm Drive, Pembroke Pines, FL 33025
 Point of Contact: Michael Bailey, P.E., Utilities Director
 Phone #: 954-518-9060 Email address: mfbailey@ppines.com
 Service(s) Provided: FTC converted the City CAD Atlas to GIS, set up geometric network.
 Dates of Service: Oct. 2014 to present
- 2. Name of Company: Gasparilla Island Water Association
 Address: Post Office Box 310, Boca Raton, FL 33921-0310
 Point of Contact: Ronald L. Bolton, Utility Director
 Phone #: 954-593-3823 Email address: ron@mygiwa.com
 Service(s) Provided: FTC converted the City CAD Atlas to GIS, trained staff.
 Dates of Service: September 2014 to present
- 3. Name of Company: Coral Springs Improvement District (CSID)
 Address: 10300 NW 11th Manor, Coral Springs, FL 33071
 Point of Contact: Curt Dwiggin, Field Service Supervisor
 Phone #: 954-796-6608 Email address: curtd@fladistricts.com
 Service(s) Provided: FTC Set up Client with set-up services and staff training
 Dates of Service: October 2015 to Present
- 4. Name of Company: South Martin Regional Utility (SMRU)
 Address: 9000 SE Athena St, Hobe Sound, FL 33455
 Point of Contact: Stuart Trent
 Phone #: 772-545-0171 Email address: strent@tji.martin.fl.us
 Service(s) Provided: FTC converted the client's entire utility Atlas to GIS
 Dates of Service: May 2015 to present

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST
*If bid amount is less than one million dollars (\$1,000,000), this form is not required.

Respondent Vendor's Name: Florida Technical Consultants, LLC

Vendor FEIN: 47-1886339

Authorized Representative's Name: James Barton, P.E., LEED AP

Authorized Representative's Title: President

Address: 533 E. Ocean Ave., Suite 2, Boynton Beach, FL 33435

City: Boynton Beach State: FL Zip: 33435-4922

Phone Number: 954-914-8488

Fax Number: 561-224-0951

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of one million dollars (\$1,000,000) or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both Lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor's Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Certified By: James Barton, P.E., LEED AP, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: 

Print Name & Title: James Barton, P.E., LEED AP, President

Date: 05/06/2023



See attached COI for coverage limits

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
<input checked="" type="checkbox"/> 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
<input checked="" type="checkbox"/> 2. Commercial General Liability	<u>Bodily Injury & Property Damage</u> (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. \$ _____ single limit per occurrence
<input checked="" type="checkbox"/> 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the <u>City of Bunnell</u> , its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.	
This section does not pertain to any incident arising from the sole negligence of the <u>City of Bunnell</u> .	
<input checked="" type="checkbox"/> 4. Automobile Liability	\$ _____ Each occurrence owned / on-owned / Hired Automobile Included
<input type="checkbox"/> 5. Other Insurance as indicated below:	\$ 1,000,000 Per Occurrence Errors and Omissions or Professional Malpractice Coverage
<input type="checkbox"/> 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.	
<input type="checkbox"/> 7. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.	
<input checked="" type="checkbox"/> 8. The <u>City of Bunnell</u> must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required.	

INSURANCE REQUIREMENTS
(Continued)

- 9. The City of Bunnell shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Bunnell
Bunnell, FL

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.


- 10. **Thirty (30) Days Cancellation Notice** required.
- 11. The Certificate must state the **RFQ #2023-02** and **PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

Florida Technical Consultants, LLC
Company


Authorized Signature

James Barton, P.E., President
Printed Name & Title

jbarton@fitechinc.com
Email

Oyer, Macoviak and Associates
Insurance Agency

Signature of Proposer's Agent

533 E. Ocean Ave., Suite 2,
Address

Boynton Beach, FL 33435-4922
City, State, Zip Code

954-914-8488
Telephone No.

561-224-0951
Fax No.

AMERICANS WITH DISABILITIES ACT AFFIDAVIT FORM

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City.

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Contract for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: Florida Technical Consultants, LLC

Signature: _____

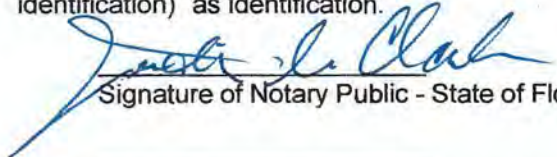
Printed Name: James Barton, P.E., LEED AP

Title: President

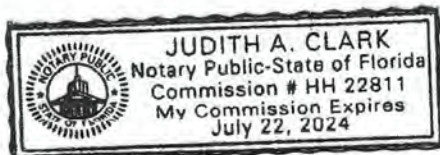
Date: 05/06/2023

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of 6th, 2023, by May of 2023, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.


Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:



CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY THAT

1. I (PRINTED NAME) James Barton, P.E., LEED AP AM THE (TITLE) President
AND THE DULY AUTHORIZED REPRESENTATIVE OF THE FIRM OF (FIRM NAME) Florida Technical Consultants, LLC WHOSE ADDRESS IS 533 E. Ocean Ave., Suite 2, Boynton Beach, FL 33435, AND THAT I POSSESS THE LEGAL AUTHORITY TO MAKE THIS AFFIDAVIT ON BEHALF OF MYSELF AND THE FIRM FOR WHICH I AM ACTING; AND,
2. EXCEPT AS LISTED BELOW, NO EMPLOYEE, OFFICER, OR AGENT OF THE FIRM HAVE ANY CONFLICTS OF INTEREST, REAL OR APPARENT, DUE TO OWNERSHIP, OTHER CLIENTS, CONTRACTS, OR INTERESTS ASSOCIATED WITH THIS PROJECT; AND,
3. THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, OR PERSON SUBMITTING A PROPOSAL FOR THE SAME SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

EXCEPTIONS (LIST)

SIGNATURE:  _____

PRINTED NAME: James Barton, P.E., LEED AP, President

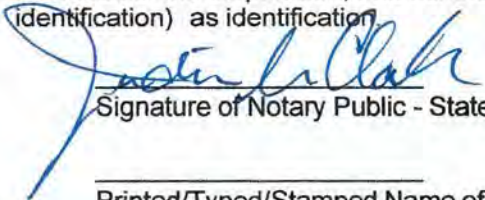
FIRM NAME: Florida Technical Consultants, LLC

DATE: 05/06/2023

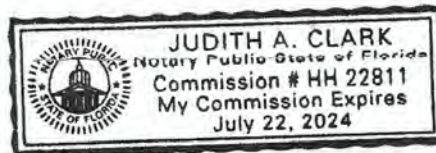
STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of May 6, 2023, by James Barton, P.E. of *, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification

* Florida Technical Consultants, LLC


Signature of Notary Public - State of Florida

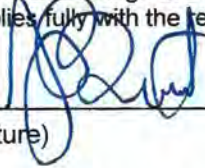
Printed/Typed/Stamped Name of Notary
My commission expires:



DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, Florida Technical Consultants, LLC (print or type name of business) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein".



 (Authorized Signature)

05/06/2023

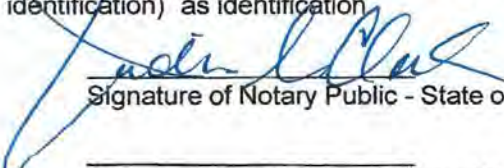
 (Date)

James Barton, P.E., LEED AP, President

 (Print Name)

STATE OF Florida
 COUNTY OF Palm Beach

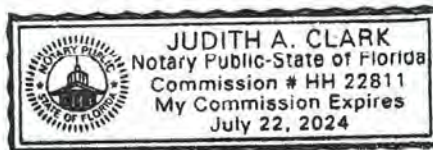
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 Signature of Notary Public - State of Florida

* Florida Technical Consultants, LLC

Printed/Typed/Stamped Name of Notary
 My commission expires:



NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

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

State of Florida

County of Palm Beach

James Barton, P.E., LEED AP, being first duly sworn, deposes and says that:

I am the President of Florida Technical Consultants, LLC, (Proposer) which has submitted a Response to City of Bunnell RFQ #2023-02 Professional Infrastructure Engineering Services.

I am fully informed respecting the preparation and contents of the Response to RFQ #2023-02, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #2023-02, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Bunnell.

The price or prices quoted in the Proposer's Response to RFQ #2023-02, are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Florida Technical Consultants, LLC
Company

533 E. Ocean Ave., Suite 2,
Address

[Signature]
Authorized Signature

Boynton Beach, FL 33435-4922
City, State, Zip Code

James Barton, P.E., President
Printed Name & Title

954-914-8488
Telephone No.

jbarton@fltechinc.com
Email

561-224-0951
Fax No.

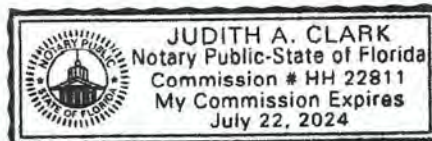
STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of May 6, 2023, by James Barton, P.E. of *, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

[Signature]
Signature of Notary Public - State of Florida

* Florida Technical Consultants, LLC

Printed/Typed/Stamped Name of
Notary My commission expires:




**SWORN STATEMENT PURSUANT TO FLORIDA STATUTES
SECTION 287.133(3) (A) PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Bunnell by: James Barton, P.E., LEED AP [NAME] as the President [TITLE] of Florida Technical Consultants, LLC [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is 47-1886339.
2. I understand that a "public entity crime" as defined in Florida Statutes, Section 287.133 (1)(g), 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 Florida Statutes, Section 287.133(1)(b), 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 Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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 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 Florida Statutes, Section 287.133(1)(e), 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 provisions 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. 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, and agents who are active in management of an entity, nor any affiliates 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, and agents who are active in management of an 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, and agents who are active in management of an 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 THIS FORM TO THE CITY OF BUNNELL IS FOR THE CITY OF BUNNELL 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 CITY OF BUNNELL PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



 (Signature)

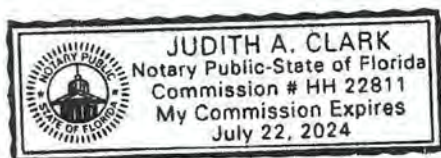
STATE OF Florida
 COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of May 6, 2023, by James Barton, P.E. of *, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

* Florida Technical Consultants, LLC


 Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
 My commission expires:



COMPLIANCE WITH THE PUBLIC RECORDS LAW FORM

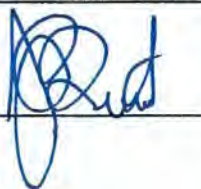
Upon notice of an intended decision or thirty (30) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to City of Bunnell.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to indemnify, defend, and hold harmless the City in the event we are forced to litigate the public records status of the company's documents.

Company Name: Florida Technical Consultants, LLC

Authorized representative (printed): James Barton, P.E.

Authorized representative (signature): 

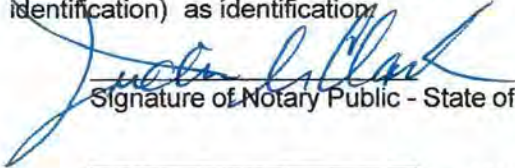
Date: 05/06/2023

Project Number: **RFQ-2023-02 – PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**

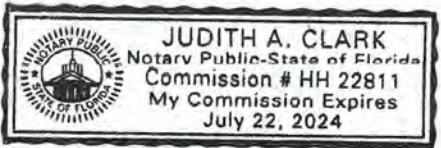
STATE OF Florida
 COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of May, 2023, by James Barton, P.E. of *, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification

* Florida Technical Consultants, LLC


 Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
 My commission expires:



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Florida Technical Consultants, LLC</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ S</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 533 E. Ocean Ave., Suite 2,</p> <p>6 City, state, and ZIP code Boynton Beach, FL 33435-4922</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

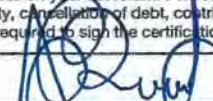
Social security number	Employer identification number																								
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4	7	-	1	8	8	6	3	3	9																

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	<p>Signature of U.S. person ▶ </p>	<p>Date ▶ 05/06/2023</p>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Company ID Number: 1604638

Information Required for the E-Verify Program

Information relating to your Company:

Company Name	Florida Technical Consultants LLC
Company Facility Address	533 East Ocean Avenue Suite 02 Boynton Beach, FL 33435
Company Alternate Address	PO Box 850 Boynton Beach, FL 33425
County or Parish	PALM BEACH
Employer Identification Number	471886339
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)



City of Bunnell
604 E Moody Blvd, Unit 6
Bunnell, FL 32110

ADDENDUM NO. 01

This addendum is issued as part of the specifications and contract documents entitled:

**CITY OF BUNNELL
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
CITY RFQ NO: 2023-02**

Date Issued: April 27, 2023

A. QUESTIONS & ANSWERS

Question 1: Who are your current engineers?

Answer 1: The City is currently under contract with Alliant, CPH, Kimley-Horne and Mead & Hunt for utility engineering services.

Question 2: How many firms does the City intend to select?

Answer 2: As the City is requesting services for several different Infrastructure needs, there is no specific quantity of firms intended to select. Not all firms will be able to render all-inclusive services.

Question 3: The RFQ mentions a pre-bid meeting, but it is not listed in the schedule of events. Can the City confirm if there will be a pre-bid meeting?

Answer 3: Under Section III. CALENDAR OF EVENTS, it states the location where the Pre-Bid meeting and RFQ Opening will be held. This is an error, there will be no pre-bid meetings.

ACKNOWLEDGEMENT

05/06/2023

Signature and Date

James Barton, P.E., LEED AP, President
Printed Name and Title

Florida Technical Consultants, LLC
Company Name

PLEASE ACKNOWLEDGE ALL ADDENDUMS ON YOUR BID FORM

END ADDENDUM NO. 01



City of Bunnell
604 E Moody Blvd, Unit 6
Bunnell, FL 32110

ADDENDUM NO. 02

This addendum is issued as part of the specifications and contract documents entitled:

**CITY OF BUNNELL
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
CITY RFQ NO: 2023-02**

Date Issued: May 5, 2023

A. QUESTIONS & ANSWERS

Question 1: Would the City please send a copy of your Standard Contract for our review? One was not provided with the RFQ document?

Answer 1: The City will provide a contract for review when entering into negotiations with the firms recommended by the Selection Committee and approved by the Commission.

Question 2: Is there any possibility I could request an extension of the Proposal deadline?

Answer 2: The City will provide a seven (7) day extension for the Last Date of Inquiries, the Proposal deadline and the RFQ Opening. The new Qualification deadline dates are as follows:

***Last Date of Inquiries: May 16, 2023 at 4 PM
Qualification Statements Due: May 23, 2023 at 2:00 PM
RFQ Opening: May 23, 2023 at 2:30 PM***

ACKNOWLEDGEMENT:

Signature and Date

05/06/2023

James Barton, P.E., LEED AP, President
Printed Name and Title

Florida Technical Consultants, LLC
Company Name

PLEASE ACKNOWLEDGE ALL ADDENDUMS ON YOUR BID FORM

END ADDENDUM NO. 02



Florida Technical Consultants

Corporate Registration

State of Florida Department of State

I certify from the records of this office that FLORIDA TECHNICAL CONSULTANTS, LLC is a limited liability company organized under the laws of the State of Florida, filed on January 21, 2014.

The document number of this limited liability company is L14000011037.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on January 7, 2023, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of January, 2023*




Secretary of State

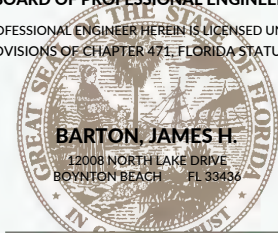
Tracking Number: 1079635819CC
To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.
<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

James Barton Engineering License

Ron DeSantis, Governor Melanie S. Griffin, Secretary

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES




BARTON, JAMES H.
12008 NORTH LAKE DRIVE
BOYNTON BEACH FL 33436

LICENSE NUMBER: PE59257

EXPIRATION DATE: FEBRUARY 28, 2025

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.



Florida Technical Consultants

Certificate of Qualifications

CERTIFICATE OF QUALIFICATIONS
Consultants Competitive Negotiation Act
(CCNA)

This certificate is awarded to

Florida Technical Consultants, Inc.

105 – Storm Sewer Design
 100 – Water Dis/Sewer Collect/System & Force Main Design
 119 – Civil Engineering

E. 3894

City of West Palm Beach

[Signature]
 Procurement Official

February 25, 2023
 Expiration Date

Certified Business Entity (CBE) Certification

BROWARD COUNTY

CERTIFIED

County Business Enterprise

2022-2023
valid for one year from Anniversary Date

Office of Economic and Small Business Development

West Palm Beach Small Business Certification

SMALL BUSINESS CERTIFICATION

The City of West Palm Beach's Small Business Program

Certifies that

FLORIDA TECHNICAL CONSULTANTS, LLC

Has met the necessary requirements for certification as a Small Business under the Small Business Program as prescribed by the City of West Palm Beach's Ordinance Number 3366-00.

The following List of Services and/or Product are covered under this certification:

- Geographic Information Systems (GIS)
- Mapping Services, Digitized, Cartography
- Engineering Services, Professional: Civil, Highways; Streets; Airport Pay-Parking Lots – Engineering
- Waste Water Treatment, Water Supply

Issued by the City of West Palm Beach for a three year period January 7, 2022 to January 6, 2025

[Signature]
 Frank Hayden
 Director Office of Equal Opportunity

Certificate Vendor Number: 1052651

South Florida Water Management District SBE

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

June 25, 2021

REGISTERED VENDOR NO.: 122171

Mr. James Barton, P.E, President
 Florida Technical Consultants, LLC
 P.O. Box 850
 Boynton Beach, FL 33425

CERTIFICATION EFFECTIVE DATE:
 June 30, 2021

CERTIFICATION EXPIRATION DATE:
 June 30, 2024

Dear Mr. Barton:

Congratulations, the South Florida Water Management District (District) has recertified your firm as a Small Business Enterprise (SBE). This certification is valid for three (3) years and may **only** be applied when business is conducted in the following area(s):

Mapping and Geographical Information Systems (GIS) & Professional Engineering Services

Your submittal of bids or proposals to supply other products or services outside of the specialty area(s) noted above will not count toward SBE participation. If you require certification in other specialty areas, please contact the Procurement Bureau, SBE Section, for additional information.

Renewal is required every three (3) years and should be requested a minimum of 45 days prior to the above expiration date.

If any changes occur within your company during the certification period such as ownership, affiliate company status, address, telephone number, licensing status, gross revenue, or any information that relates to your SBE Certification status, you must notify this office in writing immediately. It is imperative that we maintain current information on your company at all times.

Certification is not a guarantee that your firm will receive work, nor an assurance that your firm will remain in the District's vendor database.

We look forward to a mutually beneficial working relationship.

Sincerely,

Joni Lynn Fox
 Sr. Contract Compliance Specialist
 Procurement Bureau

JLF

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • 1-800-432-2045
 Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • www.sfwmd.gov

Palm Beach County SBE Certification

Palm Beach County
Office of Equal Business Opportunity

Certifies That

Florida Technical Consultants, LLC.

Vendor # **VS0000002820**

is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2.80.30 of the Palm Beach County Code for a three year period from **June 30, 2021 to June 29, 2024**

The following services and/or products are covered under this certification:

Civil Engineering; Highways; Streets; Airport Pay-Parking Lots Engineering; Mapping Services, Digitized, Cartography; Waste Water Treatment Engineering; Water Supply, Treatment, and Distribution/Engineering

[Signature]
 Allen Gray, Manager
 0604221

Palm Beach County Board of County Commissioners
 Dave Kretzer, Mayor
 Robert S. Winters, Vice Mayor
 Maria G. Marino
 Greg A. Weiss
 Craig A. Sachs
 Melissa McKinstry
 Mack Bernard

County Administrator
 Verdenia C. Baker



Florida Technical Consultants

Boynton Beach - Business Tax Receipt

City of Boynton Beach Certificate of Use/Business Tax Receipt
Expires on September 30, 2023

Business Control Number: 0034032 Business Name: Florida Technical Consultants
Date Issued: 08/18/22 Business Location: 533 E Ocean Ave 2

Any changes in name, address, suite, ownership, etc. will require a new application.

23-00049201 CU2 CERT OF USE & OCC COMM

City of Boynton Beach Certificate of Use/Business Tax Receipt
Expires on September 30, 2023

Business Control Number: 0034032 Business Name: Florida Technical Consultants
Date Issued: 08/18/22 Business Location: 533 E Ocean Ave 2

Any changes in name, address, suite, ownership, etc. will require a new application.

23-00049202 541330 ENGINEER - PER PROFESSIONAL ENGINEERING FIRM - JAMES BARTON

City of Boynton Beach
100 E. Ocean Ave. • Boynton Beach, FL 33435-0190

PBC - Business Tax Receipt

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbcatax.com Tel: (561) 355-2264

"LOCATED AT"
533 East OCEAN AVE Ste 2
BOYNTON BEACH, FL 33435

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #DATE PAID	AMT PAID	BILL #
84-0016 ENGINEER BUSINESS	FLORIDA TECHNICAL CONSULTANTS LLC	30291	822102/01 - 09/1/22	\$25.00	849106240

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT**
LBTR Number: 2018106537
EXPIRES: SEPTEMBER 30, 2023

FLORIDA TECHNICAL CONSULTANTS LLC
FLORIDA TECHNICAL CONSULTANTS LLC
533 E OCEAN AVE STE 2
BOYNTON BEACH FL 33435-4922

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbcatax.com Tel: (561) 355-2264

"LOCATED AT"
533 East OCEAN AVE Ste 2
BOYNTON BEACH, FL 33435

Serving you.

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #DATE PAID	AMT PAID	BILL #
84-0016 ENGINEER	BARTON JAMES	90297	822102/01 - 09/1/22	\$25.00	849106240

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT**
LBTR Number: 2018106539
EXPIRES: SEPTEMBER 30, 2023

FLORIDA TECHNICAL CONSULTANTS LLC
FLORIDA TECHNICAL CONSULTANTS LLC
533 E OCEAN AVE STE 2
BOYNTON BEACH FL 33435-4922

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

Coral Springs Tax Receipt

CORAL SPRINGS
BUSINESS TAX OFFICE
www.CoralSprings.org/businessfax

**Development Services Department
Business Tax Office**
9500 West Sample Road, Coral Springs, FL 33065
Mon-Thurs: 7:30AM - 5PM Fri: 7:30AM - 2:30PM
Phone: 954-344-5964

LOCAL BUSINESS TAX RECEIPT

FLORIDA TECHNICAL CONSULTANTS LLC
2728 UNIVERSITY DR BLDG 2700
CORAL SPRINGS FL 33065

License #: BT-2347 Expiration Date: September 30, 2023
Amount: \$153.14 Payment Date: August 11, 2022
Type of Business: BUSINESS TAX RECEIPT GENERAL Business Location: 2728 UNIVERSITY DR
BUSINESSES

POST THIS BUSINESS TAX RECEIPT IN A CONSPICUOUS PLACE

ALL WINDOW SIGNS SHALL COMPLY WITH LAND DEVELOPMENT CODE CHAPTER 18

CONDITIONS
(If no conditions exist, then TYPE OF BUSINESS is only condition)

Broward County Tax Receipt

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA: JAMES H BARTON **Receipt #:** 315-280623
Business Name: ENGINEER (ENGINEER) **Business Type:** ENGINEER (ENGINEER)

Owner Name: FLORIDA TECHNICAL CONSULTANTS LLC **Business Opened:** 10/11/2016
Business Location: 2728 UNIVERSITY DR **State/County/Cert/Reg:** PE59257
Business Phone: 954-914-8488 **Exemption Code:**

Rooms	Seats	Employees	Machines	Professionals
		1		

Tax Amount	For Vending Business Only				Collection Cost	Total Paid
	Transfer Fee	NSF Fee	Penalty	Vending Type:		
30.00	0.00	0.00	0.00	0.00	0.00	30.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

WHEN VALIDATED

Mailing Address:
FLORIDA TECHNICAL CONSULTANTS LLC **Receipt #:** WWW-21-00246578
533 E OCEAN AVE STE 2 **paid 08/11/2022 30.00**
BOYNTON BEACH, FL 33435

2022 - 2023

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT
115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 - 954-831-4000
VALID OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023

DBA: JAMES H BARTON **Receipt #:** 315-280623
Business Name: ENGINEER (ENGINEER) **Business Type:** ENGINEER (ENGINEER)

Owner Name: FLORIDA TECHNICAL CONSULTANTS LLC **Business Opened:** 10/11/2016
Business Location: 2728 UNIVERSITY DR **State/County/Cert/Reg:** PE59257
Business Phone: 954-914-8488 **Exemption Code:**

Rooms	Seats	Employees	Machines	Professionals
		1		

Tax Amount	For Vending Business Only				Collection Cost	Total Paid
	Transfer Fee	NSF Fee	Penalty	Vending Type:		
30.00	0.00	0.00	0.00	0.00	0.00	30.00

Receipt #: WWW-21-00246578
paid 08/11/2022 30.00



ADDENDUM NO. 03

This addendum is issued as part of the specifications and contract documents entitled:

**CITY OF BUNNELL
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
CITY RFQ NO: 2023-02**

Date Issued: May 17, 2023

A. QUESTIONS & ANSWERS

Question 1: Project References are requested for three (3) sections (Section G, Appendix A – Reference Form, Appendix A – Client Reference Letters). May you please provide a brief description of the anticipated information (and how it differs) to be included?

Answer 1:

VII. EVALUATION CRITERIA Section G. explains that firms will be ranked by the relevance and quality of the references provided.

Appendix A – Reference Form is a list of clients to whom services have been provided by your firm, similar to those described in the RFQ.

Appendix A – Client Reference Letters are reference letters from clients regarding services that your firm provided to them, similar to those described in the RFQ.

Question 2: The "Appendix A Required Forms Packet" list varies from page 18 to page 20. On page 18 there are two (2) requests for insurance information (Appendix A - Insurance Requirements Form, Appendix A – Copy of Firm's Certificate of Insurance). However, on page 20 there is only a single request for insurance information (Appendix A – Insurance Requirement Form). If we provide a copy of our Certificate of Insurance (COI), will that suffice for both documents?

Answer 2: Both documents are required to be included with the RFQ submittal.

Appendix A – Insurance Requirements Form is more of a checklist and verification that the firm understands and has included all the requirements for the insurance.

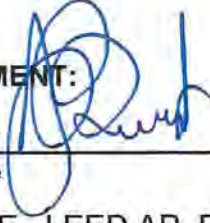
Appendix A – Copy of Firm's Certificate of Insurance is the actual certificate.

Question 3: Within the Proposal Submission section on page 17, an ADA compliant electronic copy of the Proposal is requested. May you please clarify the definition of ADA Compliant regarding an electronic document?

Answer 3: The City makes every effort to have information accessible to those with disabilities per the Americans with Disabilities Act (ADA), this includes files. Accessible PDFs require certain elements: tagging in a logical reading order, proper heading structure, alternate text for images, proper table and list formatting and usage, etc.

If software is unavailable, PDF documents' Accessibility Tool can run Accessibility Checks and Reports to find out what elements are passing or failing compliance.

ACKNOWLEDGEMENT:



May 17, 2023

Signature and Date

James Barton, P.E., LEED AP, President

Printed Name and Title

Florida Technical Consultants, LLC

Company Name

PLEASE ACKNOWLEDGE ALL ADDENDUMS ON YOUR BID FORM

END ADDENDUM NO. 03



**REQUEST FOR QUALIFICATION STATEMENTS (RFQ) FOR
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
RFQ NO: 2023-02**

NOTICE IS HEREBY GIVEN THAT THE CITY OF BUNNELL IS ACCEPTING SEALED QUALIFICATION STATEMENTS FROM QUALIFIED PROFESSIONAL CONSULTING FIRMS TO PROVIDE ENGINEERING SERVICES FOR ALL OR SOME OF THE FOLLOWING INFRASTRUCTURE NEEDS: ON-CALL PUBLIC ROADWAYS, STORMWATER, WATER RESOURCES, WASTEWATER AND WATER UTILITIES WITHIN THE ENVIRONMENTAL AND SANITARY DISCIPLINES.

NOTICE SHALL BE POSTED IN THE DAYTONA NEWS JOURNAL. INTERESTED PARTIES MAY OBTAIN INSTRUCTION PACKETS ON THE WEBSITE WWW.DEMANDSTAR.COM, THE CITY'S WEBSITE AT WWW.BUNNELLCITY.US/BIDS OR VIA EMAIL FROM MATWOOD@BUNNELLCITY.US.

YOU ARE HEREBY INVITED TO SUBMIT A SEALED QUALIFICATION STATEMENT COMPLETE WITH ALL INFORMATION REQUESTED BY MAIL OR COURIER SERVICE TO THE OFFICE OF THE CITY CLERK OF THE CITY OF BUNNELL.

SUBMIT QUALIFICATION STATEMENTS TO: KRISTEN BATES – CITY CLERK

MAILING ADDRESS:

Bunnell City Clerk
P.O. Box 756
Bunnell, Florida 32110

WALK-IN DELIVERY ADDRESS:

Bunnell City Clerk
604 E Moody Blvd., Suite 6
Bunnell, Florida 32110

TIMETABLE:

Date of Distribution:	April 25, 2023
Last Date of Inquiries:	May 09, 2023 by 04:00 PM
Qualification Statements Due:	May 16, 2023 at 02:00 PM
*RFQ Opening:	May 16, 2023 at 02:30 PM

* RFQ Opening will be held at:
Versie Lee Mitchell Community Center
405 E Drain St, Bunnell, FL 32110

Proposers must indicate on the sealed envelope the following:

- A. Title of Proposal – PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**
- B. Request for Qualification Number – RFQ 2023-02**
- C. Name of Proposer**
- D. RFQ Opening – Tuesday, May 16, 2023 at 02:30 PM**

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Request for Qualifications Statements (RFQ) for PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES RFQ# 2023-02

GENERAL CONDITIONS

CONTACT: All prospective Applicants are hereby instructed not to contact any member of the City of Bunnell City Commission, City Manager, or City Staff members other than the noted contact person regarding this RFQ at any time prior to the posting on the Web Site of the final evaluation and recommended ranking by City staff for this project. Any such contact shall be cause for rejection of your Proposal.

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 Bid or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids or Proposals on leases of real property to a public entity, many 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.

CODE ETHICS FOR PUBLIC OFFICERS AND EMPLOYEES: Pursuant to Florida Statutes, any Public Officer or Employee of the City of Bunnell will abide by all ethical requirements as outlined in Chapter 112, Part III.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid or Proposal on a contract to provide any goods or services to a public entity, may not submit a Bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids or Proposal on leases of real property to a public entity, many 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.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS: The City of Bunnell cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall, at all times, be open for personal inspection by any person, Section 119.01, F.S. Information and materials received by the City of Bunnell in connection with all Proposers' response shall be deemed public records subject to public inspection upon notice of an intended decision, or 30 days after Bid/Proposal opening, whichever occurs first. Section 119.071, F.S.

PUBLIC RECORDS COMPLIANCE. Proposer agrees that, to the extent that it may "act on behalf" of the City within the meaning of Section 119.0701(1)(a), Florida Statutes in providing its services for the City, it shall:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the contract term and following completion of the contract if the Proposer does not transfer the records to the public agency.

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

PUBLIC RECORDS COMPLIANCE INDEMNIFICATION. Proposer agrees to indemnify and hold the City harmless against any and all claims, damage awards, and causes of action arising from the Proposer's failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by Proposer's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Proposer authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against Proposer in Flagler County Circuit Court on an expedited basis to enforce the requirements of this section.

SUBMISSION OF PROPOSALS: All Proposals shall be submitted in a sealed envelope. The Request for Qualification Statements (RFQ) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Proposal to the prescribed delivery point on or before the specified opening date and time is solely and strictly the responsibility of the Proposer. Any Proposal received at the prescribed delivery point after the specified date and time will not be accepted. Proposals must be submitted on forms provided by the city. No other forms will be accepted. Telephone, Email, and Fax Proposals will not be considered. No Proposal may be modified after opening. No Proposal may be withdrawn after opening.

DELAYS: The City of Bunnell, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will post notification of any and all changes in scheduled due dates on-line at the City of Bunnell Website www.bunnellcity.us/bids and Demand Star www.demandstar.com.

ADDENDUM: Should revisions to the RFQ documents become necessary, the City will post addenda information on-line at the City of Bunnell website www.bunnellcity.us/bids and Demand Star www.demandstar.com. All Proposers should check the City of Bunnell website and Demand Star website to verify information regarding Addenda. It is the sole responsibility of the Proposer to ensure he/she obtains information related to Addenda.

EXECUTION OF RFQ: Proposal must contain a manual signature of authorized representative in the space(s) provided. Proposals must be typed or printed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

RFQ OPENING: Proposals shall be opened at the time, date, and place specified in the RFQ, and the name of the Proposer shall be read aloud publicly.

RFQ TABULATION: Any Proposer wishing to receive a copy of the RFQ tabulation is required to enclose

a stamped, self-addressed envelope with their Proposal.

CLARIFICATION/CORRECTION OF RFQ ENTRY: The City of Bunnell reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes. Any permitted correction shall be initialed by the Proposer.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed in writing to Mary Anne Atwood, Project Manager at P.O. Box 756, Bunnell, FL 32110 or via email at matwood@bunnellcity.us. Those interpretations, which may affect the eventual outcome of this Proposal, will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Bunnell.

MINORITY POLICIES: The City of Bunnell, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

ADDITIONAL TERMS AND CONDITIONS: The City of Bunnell reserves the right to reject Proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

TAXES: The City of Bunnell is exempt from Federal Excise Taxes and all sales taxes.

ASSIGNMENT: Any contract issued pursuant to an RFQ and the monies that may become due there under are not assignable except with the prior written approval of the City Manager or City Commission, whichever authorized the purchase order or contract.

LIABILITY: The Proposer shall hold and save the City of Bunnell, its officers, agents, and employees harmless against claims by third parties resulting from the Proposer's breach of contract or negligence, including all attorney's fees and costs, and shall pay any and all damages, fees, and costs assessed on behalf of the City. The City expressly reserves all rights, privileges and benefits of sovereign immunity.

LICENSES: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of RFQ for the type of goods/services to be provided. Should the Proposer not be fully licensed and certified, his/her RFQ submittal shall be rejected. If applicable, any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, County, City, etc., are the responsibility of the Proposer.

Copies of the required licenses must be submitted with the proposal response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. The winning Proposer will be required to obtain a business tax receipt from the City of Bunnell.

AWARDS: The City reserves the right, in its sole discretion, as the best interest of the City may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more Proposers. The City reserves the right to waive any irregularities, and to re-advertise as may be determined to be in the best interest of the City.

EQUAL EMPLOYMENT OPPORTUNITY: Title VII of the Civil Rights Act of 1964 protects individuals against employment discrimination based on race and color as well as national origin, sex, or religion.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, only the terms and

conditions in this document shall apply: No additional terms and conditions included with the RFQ response shall be considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFQ if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these RFQ documents are the only conditions applicable to this RFQ and the Proposer's authorized signature on the Request for Qualification Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this RFQ prior to their delivery, it shall be the responsibility of the Proposer to notify the Finance Director at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Proposers submitting a response to this RFQ agree that such response also constitutes an RFQ to all governmental agencies within the State of Florida, under the same conditions, for the same contract price, and for the same effective period as this RFQ, should the Proposer feel it is in their best interest to do so. Each governmental agency desiring to accept this RFQ, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases, and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this RFQ. This agreement in no way restricts or interferes with the right of any governmental agency to re-qualify any or all Proposers.

FUND AVAILABILITY: Any contract executed for the services set forth in this RFQ shall be subject to fund availability.

E-VERIFY COMPLIANCE. Proposer shall comply with Section 448.095, Fla. Stat., in that Proposer is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Proposer certifies that it shall require from each of its subProposers an affidavit stating that the subProposer does not employ, contract with, or subcontract with an unauthorized alien, and that Proposer is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat.

COMPLIANCE/CONSISTENCY WITH SCRUTINIZED COMPANIES PROVISIONS OF FLORIDA STATUTES. Proposer shall comply with Section 287.135(2)(a), Florida Statutes, which prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Proposer shall not be listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Proposer shall not engage in a boycott of Israel or engaged in business operations in Cuba or Syria. Proposer understands that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject Proposer to civil penalties, attorney's fees, and/or costs. Proposer further understands that

any contract with City for goods or services of any amount may be terminated at the option of City if Proposer (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

LENGTH OF AGREEMENT: The agreement shall be effective for a three (3) year period immediately following the date of execution of the Agreement by the City. The City reserves the sole right to renew this agreement in writing for two (2) additional twelve (12) month periods prior to the expiration of each term.

CHANGES TO SCOPE OF WORK: Either party may propose changes to the scope or time schedule of the Work or Services under a Task Assignment which shall be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Work or Services. The parties shall mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes shall be documented in one or more Amendments to the Task Assignment. If despite good faith negotiations the parties are unable to agree to the terms of an amendment to a task assignment, the parties shall follow the dispute resolution process provided in the Agreement.

TIME IS OF THE ESSENCE: Time is of the essence for each Task Assignment issued under this Agreement and all Projects performed in accordance herewith.

Selection Committee members, City Commissioners, and City personnel are not to be contacted prior to the public meeting at which the City Commission will decide to approve or reject the final recommendation presented to it by the Infrastructure Director. At the discretion of the City, failure to comply with this requirement will be grounds for disqualification.

Specifically, this NO-CONTACT PERIOD shall commence on the date of the advertisement of the RFQ and continue through and include the date the City Commission makes its determination to approve or reject the final recommendations.

For each purpose related to this Agreement and each Task Assignment, Consultant, Contractor(s), subcontractor(s), or sub consultants shall be independent contractors with respect to the City and nothing herein shall create any association, partnership, joint venture, or agency relationship between them. City and Consultant shall exhaust all methods to resolve issues, including but not limited to, the Dispute Resolution procedures in the Agreement before any action is taken to declare the City or Consultant in default of the Agreement.

City of Bunnell
Request for Qualification Statements (RFQ) for
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
RFQ# 2023-02

The City of Bunnell is soliciting statements of qualifications and letters of interest from firms to provide continuing professional engineering services.

Florida Statute 287.055, "Consultants Competitive Negotiation Act" will be followed to secure the required consulting engineering firm(s). For continuing contracts, firms shall provide professional services to the City **for projects in which construction costs do not exceed \$4,000,000 or for study activity when the fee for such professional services does not exceed \$500,000.**

The document package necessary for participating in this RFQ can be obtained on-line at www.bunnellcity.us/bids and www.demandstar.com, or by calling Onvia Demand Star Services at (800) 711-1712. If you have any difficulty obtaining the RFQ documents, the RFQ package can also be obtained by email from Mary Anne Atwood at the City of Bunnell at matwood@bunnellcity.us.

There will not be a pre-Proposal meeting.

All Responders shall submit one (1) **original** and five (5) **bound** copies of their documents on letter size paper in a sealed envelope or package along with an **ADA compliant electronic copy** in pdf format on USB of the full response. Proposals **must** include all items shown in Section IX. Proposal Submission, of the scope of services.

- The Proposal must be submitted no later than **TUESDAY, MAY 16, 2023, AT 02:00 PM LOCAL TIME** at the Clerk's Office, Physical Address: 604 E. Moody Blvd., Suite 6, Bunnell, FL 32110 or Mailing Address: PO Box 756 Bunnell, Florida 32110. Proposals shall be addressed to Ms. Kristen Bates, City Clerk.

Any Proposals not complying strictly with the requirements of this Request for Qualifications (RFQ) may be ruled to be nonresponsive and ineligible for consideration.

THE CITY RESERVES THE RIGHT to reject any or all Proposals or parts thereof or to accept the Proposal or parts thereof when considered in the best interest of the City. Any Proposal received after the time and date specified will not be considered.

GENERAL INSTRUCTIONS

1. **Purpose/Objective:** The City of Bunnell (herein after, "City") has issued this Request for Qualifications (hereinafter, "RFQ") with the sole purpose and intent of obtaining qualifications from interested and qualified individuals or firms offering to provide PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES. A proposer may be referred to herein as the "Proposer, Proposer or Respondent" either with capitalization or without.
2. **Background:** The City serves an area of 14.6 square miles with a population of approximately 3,197. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds in each department.

More detailed information on the government and its finances can be found in City of Bunnell's Comprehensive Annual Financial Report for fiscal year 2021-2022 and in the City's Annual Budget for fiscal year 2022-2023. Copies of these documents may be viewed on www.bunnellcity.us. The City of Bunnell is exempt from any and all state, local and federal taxes.
3. **Inquiries:** Questions may arise as firms are preparing their Proposals. Please direct questions in writing, no later than May 09, 2023 by 04:00 PM to: Mary Anne Atwood, Project Manager. P.O. Box 756, Bunnell, FL 32110, email: matwood@bunnellcity.us.
4. **Letter of Intent:** Letter will summarize, in a brief concise manner, the Firm understands the scope of work and make a positive commitment to perform the work/service in a timely manner. The letter must be signed by an official authorized to make such commitments and enter into a contract with the City. The letter must indicate the official's title or authority. The letter should not exceed two (2) pages in length.
5. **Proposal:** To ensure that all Statements of Qualifications are fairly evaluated, scored, and ranked, it is very important that they are prepared according to the prescribed format in Section IX. **Failure to follow this requirement may result in the disqualification of your Statement of Qualifications.**
6. **Signature Requirements:** Proposals and any issued Addenda must be signed by a duly authorized officer(s) of the proposing firm. Consortiums, joint ventures, or teams submitting Proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each Proposal shall indicate the entity responsible for execution on behalf of the Proposal team.
7. **Addenda and Supplements to the Request for Qualifications (RFQ):** In the event that it becomes necessary to revise any part of this RFQ, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFQ, a supplement to the RFQ will be posted on the City of Bunnell website www.bunnellcity.us/bids and Demand Star www.demandstar.com.
8. **Rejection Rights:** The City of Bunnell reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFQ including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFQ at any time and to negotiate with any party prior to or after submittal of Proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.
9. **Cost of Proposal Preparation:** No reimbursement will be made by the City of Bunnell for any costs incurred in the preparation of the Proposal or presentation.

10. Proposals to be in Effect: Each Proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

CITY OF BUNNELL
Request for Qualification Statements (RFQ) for
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
RFQ# 2023-02

I. GENERAL PURPOSE AND INTRODUCTION

Notice is hereby given that the City of Bunnell is accepting sealed Qualification Statements to be received no later than May 16, 2023, at 02:00 PM Local Time for continuing Professional Engineering Services for all or some of the following Infrastructure needs: On-Call Public Roadways, Stormwater, Water Resources, Wastewater and Water Utility services within the Environmental and Sanitary Disciplines.

II. SCOPE OF WORK TO BE PERFORMED

Provide professional engineering services for assigned tasks that are related to but not limited to the City's water resources, wastewater and water utilities' treatment, storage, water distribution, sanitary collection/pumping/transmission, stormwater systems, reclaimed water systems and public roadways planning/design/permitting requirements for engineering design services.

Any project contracted for a feasibility, planning, or other study or a schematic or preliminary design shall not include the right to extend the Consultant's scope of services to include full design and construction period services. However, the Consultant will not be prohibited from participating in a separate RFQ process for such services.

Provide a knowledgeable working relationship with the Florida Department of Environmental Protection, St. Johns Water Management District, Flagler County Health Department, Florida Department of Transportation and other Florida regulatory agencies.

1. Preliminary Design, Evaluation, and Planning Services to include but not be limited to:

- Investigations, evaluations/analyses, and cost valuations;
- Inspections, explorations, surveys, testing or other services concerning the collection, analysis, evaluation and interpretation of data leading to specialized conclusions and recommendations;
- Feasibility studies on proposed projects, including studies of clients' needs, analyses of conditions or methods of operation, development of alternative concepts, economic analyses, environmental studies and site locations studies;
- Evaluation of interconnections with other water utilities, use of reclaimed water, water conservation measures/programs, and similar alternatives to reduce dependence upon fresh groundwater resources;
- Collecting utilities data such as provider, distribution size, availability and location;
- Development of preliminary design reports, including preliminary treatment processes, outline specifications, preliminary cost estimates, etc. and
- Schematics to design development for site layouts, ancillary buildings, and roadway/storm water design;
- Evaluation of the technical, environmental, and economic feasibility of regional and local water resources alternatives as may be identified;
- Perform reviews of reports, financial data, and similar work products for alternative projects prepared by others;

- Production and/or review of highway plans, related design studies, creative utilization of roadsides, and the accommodation of utilities and utility crossings;
 - Any other preliminary engineering related to the assigned tasks including public meeting support.
2. Detailed Design Services to Meet Applicable Regulatory Agencies Construction Permitting Requirements to include but not be limited to:
- Furnishing expertise, labor and resources in preparing complete construction permitting packages and applications, resolving detailed problems, selecting equipment and developing technical specifications;
 - Coordinating engineers, sub-consultants, and/or other design services groups;
 - Preparing detailed calculations, permittable design drawings, reports, and specifications;
 - Preparing or collaborating with others responsible for preparing estimates of the cost of the work;
 - Design of water distribution mains, sanitary sewer collection and transmission mains, and pumping stations;
 - Design of new water supply wells, treatment and storage facilities and/or improvements to existing facilities;
 - Design of reclaimed water storage, pumping, and distribution mains and associated improvements;
 - Planning, permitting, modeling and design of stormwater projects including masterplan modeling and updates, FEMA floodplain mapping, wetland evaluation and regulatory compliance evaluation, design of major stormwater improvements;
 - Providing prompt assistance and advice to the city to resolve design and/or permitting requirements, discrepancies, and/or clarifications;
 - Prepare complete regulatory permit applications, track submittal status, and respond to requests for additional information;
 - Attend meetings with regulatory agency staff and coordinate with City;
 - Present/provide public meeting support.
3. Final Design Services for preparation of construction plans, technical specifications, and related bid documents to include but not be limited to:
- Preparation of complete construction plans and technical specifications suitable for bidding purposes for assigned projects;
 - Assist in the assemblage of bid packages, contract documents, and coordination with City Purchasing and Public Works;
 - Participate in the bidding process, evaluation of bids, and recommendation of award;
 - Review and approve/disapprove shop drawings and other technical submittals from contractor;
 - Provide CEI services during construction and attend progress meetings;
 - Preparation of as-built plans and submission of certifications of construction to appropriate regulatory agencies;
 - Attendance of public meetings as may be requested.
4. Length of Contract: The agreement shall be effective for a three (3) year period immediately following the date of execution of the Agreement by the City. The City reserves the sole right to

renew this agreement in writing for two (2) additional twelve (12) month periods prior to the expiration of each term.

5. The Consultant agrees to utilize the E-Verify system in screening employees hired during the time of the contract. Except as otherwise provided in this Agreement, no charge for work or materials shall be allowed or approved by the City.
6. Changes to Scope of Work: Either party may propose changes to the scope or time schedule of the Work or Services under a Task Assignment which shall be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and schedule for performance of the Work or Services. The parties shall mutually agree upon any proposed changes, including resulting equitable adjustments to costs and schedules for the performance of the Services. The agreed changes shall be documented in one or more Amendments to the Task Assignment. If despite good faith negotiations the parties are unable to agree to the terms of an amendment to a task assignment, the parties shall follow the dispute resolution process provided under Section 17.

III. CALENDAR OF EVENTS

- | | |
|----------------------------|--------------------------|
| A. Date of Distribution: | April 25, 2023 |
| B. Last Date of Inquiries: | May 09, 2023 by 04:00 PM |
| C. RFQ's Due: | May 16, 2023 at 02:00 PM |
| D. *RFQ Opening: | May 16, 2023 at 02:30 PM |

* Pre-Bid meeting and RFQ Opening will be held at:
Versie Lee Mitchell Community Center
405 E Drain St; Bunnell, FL 32110

The above schedule may be changed solely at the City's discretion.

IV. PROPOSAL

Proposals shall comply with the **55-page** limit and applicable criteria set forth herein.

V. SELECTION PROCESS

The responses will be evaluated in accordance with Florida Statutes Section 287.055 known as the Consultants Competitive Negotiations Act. A designated City Staff Selection Committee will review and evaluate responses to this RFQ. Proposers may be invited to appear for interviews by the Selection Committee or be asked to further demonstrate their qualifications, although in the interest of expediting the process, this is not anticipated. The ranking of the Proposers shall be forwarded to the City Manager for approval and recommendation to the City Commission. Subsequent negotiations shall follow in accordance with the provisions of the Consultant's Competitive Negotiation Act for individual task orders.

VI. CONFLICT OF INTEREST

Any prospective Proposer must make an affirmative statement to the effect that, to its knowledge, the appointment will not result in a conflict of interest with respect to current or anticipated clients of Proposer. If a conflict is deemed to possibly exist, the prospective Proposer shall state the nature of

such conflict, and a Proposal to resolve the same prior to appointment as Proposer.

VII. EVALUATION CRITERIA

The CITY OF BUNNELL shall be the sole judge of its own best interests, the responses, and the resulting agreement. Award(s) will be made to the Responder(s) who presents the best value to the CITY OF BUNNELL based on the entire evaluation process and all the information gathered. Proposal packages will be reviewed and evaluated by a Selection Committee. **Financial criteria will be evaluated only by Committee Members in the Finance Department, not by all members of the Selection Committee.** Proposal packages will be reviewed and evaluated in accordance with the following criteria and weighting factors:

Point System: The Maximum total point value for written Statements of Qualifications is 280 points per selection committee member. Shortlisted Firms will be reevaluated based upon the maximum total points of 280 per selection committee member for presentation/interview or written questions in lieu of presentation/interviews. Points are non-cumulative between the written Statement of Qualifications phase and the interview phase. All written Statements of Qualifications and presentation/interviews will be evaluated on the following point scale.

A. ABILITY OF FIRM AND ITS PROFESSIONAL TEAM COMPOSITION: (0 - 60 POINTS)

1. Organizational Chart: Indicate key personnel and their relationships. Indicate each staff member’s assignments and responsibilities as they relate to the scope of work. Describe how the organizational structure will ensure orderly communications, distribution of information, effective coordination of activities, and accountability. Indicate which positions are full-time or part-time.
2. Review the level of qualifications and experience of the firm and project team and appropriateness of the organization of the project team. Designate the name and title of persons that will be assigned to this project. Project Personnel Resumes to include:
 - Number of years with this company
 - Number of years with other company(ies)
 - Experience: Names of projects, types of projects, size of projects, and specific project involvement.
 - Education/Degrees earned
 - Active registration/certification/licenses
 - Current Job Description
 - Other experience and qualifications which are relevant to this project. Specific experience similar to the scope of work for this project.
3. Review the professional resources available to properly provide services as requested in the RFQ document.
4. Reviews the project team to ensure the team proposed contains all critical disciplines required.
5. The project manager and proposed team should be uniquely qualified to provide the desired services.

Below Average	0	Points
Average	15	Points
Above Average	30	Points
Well Above Average	45	Points
Outstanding	60	Points

B. FIRM’S RELATED EXPERIENCE: (0 - 60 POINTS)

1. Review the firm's experience with projects of similar size, type and scope and the performance on those specific projects.
2. The selection committee will evaluate the quality, experience and quantity of staff and their functions as it relates to the scope of work.
3. The prime firm must have adequate, recent (within the past five years) experience with projects of similar types as defined in the RFQ document.
4. The scope of services provided should represent projects that are similar to those defined in the RFQ document.
5. Company Credentials: Qualifications, Firm's size and Firm's history. Detail any information that would give the Firm an advantage in completing this project. The Firm's current and projected workload.
6. The overall performance of the firm relative to projects of similar size and scope should be evaluated.

Below Average	0	Points
Average	15	Points
Above Average	30	Points
Well Above Average	45	Points
Outstanding	60	Points

C. FIRM'S APPROACH AND METHODOLOGY: (0 - 60 POINTS)

The Firm shall provide information regarding its knowledge of the site, local codes and ordinances, local subcontractors, and suppliers as an indication of its ability to deliver quality workmanship in an effective and timely manner. The Firm shall demonstrate verbally and graphically its plan for performing the documenting of the services to be provided and showing the interrelationship of all parties. As part of its services, the Firm(s) shall indicate knowledge and experience in the evaluation of building systems, construction techniques and the recommendation of materials to create an optimum value in meeting the design and budget requirements.

Below Average	0	Points
Average	15	Points
Above Average	30	Points
Well Above Average	45	Points
Outstanding	60	Points

D. EFFECTS OF THE FIRMS CURRENT AND PROJECTED WORKLOAD: (0 - 40 POINTS)

1. As part of the evaluation criteria, the selection committee will consider the number of full and part time employees of the Firm and their sub-consultants, plus the Firm's current workload, to ensure satisfaction of performance within the scope of work and continued principal leadership on the project. Firms shall provide a list of outstanding projects, client names, dollars committed on open projects, overall workload with other owners, and status of completion.
2. Evaluates the workload commitments that will impact the firm's ability to complete services on schedule.
3. The submittal should demonstrate that the firm and the selected subconsultants have adequate time available and personnel to complete services on schedule and additional backup staffing capability in the event of unforeseen circumstances.

Below Average	0	Points
Average	10	Points

Above Average	20	Points
Well Above Average	30	Points
Outstanding	40	Points

E. LOCAL FIRMS: (0 - 20 POINTS)

1. Location of the Firm and selected subconsultants. For this section, points will be awarded only to those firms with offices located within Flagler County.
2. Experience pertaining to similar Flagler County and City of Bunnell projects will also be considered. City of Bunnell staff shall not however, furnish references for such projects.

Below Average	0	Points
Average	5	Points
Above Average	10	Points
Well Above Average	15	Points
Outstanding	20	Points

F. COMPLETENESS OF RESPONSE: (0 - 20 POINTS)

The Statement of Qualifications shall be evaluated on the ability to satisfactorily convey a depth of understanding and appreciation of the scope of work and the degree of completeness and abilities to follow the RFQ instructions.

Below Average	0	Points
Average	5	Points
Above Average	10	Points
Well Above Average	15	Points
Outstanding	20	Points

G. REFERENCES FOR FIRM and ALL SUBCONSULTANTS: (0 - 20 POINTS)

The selection committee will assess the relevance and quality of references provided.

Below Average	0	Points
Average	5	Points
Above Average	10	Points
Well Above Average	15	Points
Outstanding	20	Points

Tie Breaker: If there are tie bids, meaning everything except the information relating to the bidder is the same, the following methods shall be used in the order below to break the tie:

- Drug free workplace policy in place.
- The bidder that has an existing Business Tax Receipt (BTR) within the city limits.
- Prior contract with the City performed satisfactorily will result in the win of a tie breaker and prior contract with the City performed unsatisfactorily will result in the loss of a tie breaker.
- Timeliness of delivery.

VIII. INSURANCE REQUIREMENTS

- A. The Responder shall procure and maintain, at its sole expense during the life of the engagement,

insurance of the types and the minimum amounts stated below.

<u>Type</u>	<u>Amount</u>
Professional Liability/Errors & Omissions	\$1,000,000
Comprehensive General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000
Employee Liability	\$1,000,000

B. Such insurance shall be written by a company or companies licensed to do business in the State of Florida and satisfactory to the City Commission. Prior to commencing any work under the engagement letter, certificates evidencing the maintenance of said insurance shall be furnished to and approved by the City.

C. The insurance shall provide that no material alteration or cancellation, including non-renewal, shall be effective until thirty (30) days after receipt of written notice by the City; provided, however, that for the professional liability insurance, in lieu of the foregoing requirement, the City in its sole discretion, may agree to accept notice of such material alteration or cancellation from the Responder.

D. The insurance procured for the Responder shall name the City of Bunnell as an additional insured on the comprehensive general liability.

IX. PROPOSAL SUBMISSION

To be considered, all Responders shall submit one (1) original and five (5) copies of their documents on letter size paper in a sealed envelope or package along with an **ADA compliant electronic copy** in pdf format on USB of the full response. Statements of Qualifications must be received in the City Clerk's Office, no later than **02:00 PM on Tuesday, May 16, 2023**, and should be limited to not more than **55 (8.5-inch x 11 inch) pages** printed on one side with all page language at **Font size 12**, excluding covers, dividers, entire original RFQ, financial information, and the required forms. Oversize pages will be counted as two pages. Submissions in excess of 55 pages will not be disqualified; however, clarity, conciseness, and brevity will be scored in Completeness and Response evaluation. **Statements of Qualifications that arrive after the closing time and date shall not be considered. Telephone, facsimile, e-mail, or telegraphic Statements of Qualifications will not be accepted.**

A. STATEMENT OF QUALIFICATIONS FORMAT:

1. GBC Binding should be used.
2. Title Page - Show the proposal subject, the legal name of the Proposer's firm, local address, telephone number, name of the contact person and date of proposal.
3. Table of Contents - Include a clear identification of the material by section and by page number.
4. Letter of Transmittal - A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for ninety (90) days. The letter should also include the names of the people who will be authorized to make representations for the Proposer, their title, addresses, and telephone numbers.
5. Provide a separate tabbed section for each of the Evaluation Criteria Sections A through G.
6. Print should be portrait orientation unless oversized.
7. Headings and sections should be numbered and tabbed.
8. The sections should be separated by using divider tabs named for the specific sections for easier reference.
9. Ensure all information is typewritten.

B. The Required Forms Packet must be included with all Statements of Qualifications Responding to the RFQ - Included as Appendix A:

- Checklist
- Application Form
- Acknowledgements Form
- Certification Form
- Declaration Statement Form
- Qualifications Form
- Reference Form
- Scrutinized Companies Form
- Sub Listing Form
- Insurance Requirements Form
- Americans with Disabilities Act Affidavit Form
- Conflict of Interest Disclosure Form
- Drug-Free Workplace Certification Form
- Non-Collusion Form
- Public Entity Crimes Form
- Public Records Compliance Form
- Copy of W-9
- Client Reference letters (no more than 5 letters accepted)
- Copy of Firm's Certificate of Insurance.
- Copy of all Licenses as listed under General Conditions-Licenses

X. INQUIRIES AND ADDENDA

Each Proposer shall examine the RFQ document and shall judge all matters relating to the adequacy and accuracy of this document. Any inquiries, suggestions, or requests concerning interpretation, clarification, or additional information pertaining to the RFQ shall be made through the City of Bunnell's Project Manager, Mary Anne Atwood, at PO Box 756, Bunnell, FL 32110, or email matwood@bunnellcity.us. The City shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. It shall be the responsibility of each Proposer, prior to submitting the Proposal, to determine if addenda were issued and to make such addenda a part of the Proposal.

XI. PROPOSAL REPARATION EXPENSES

Each Proposer preparing a Proposal in response to this request shall bear all expenses associated with their preparation. Responders shall prepare a response with the understanding that no claims for reimbursement shall be submitted to the City for the expense of preparation or presentation.

XII. RIGHT TO PROTEST

Any actual or prospective Proposer who is aggrieved in connection with the solicitation or award of a contract may seek resolution of his/her complaints by contacting the City Manager.

XIII. NO CORRECTIONS

Once a competitive Proposal is submitted, the City shall not accept any request by any Proposer to correct errors or omissions in any calculations or competitive price submitted.

XIV. OPENNESS OF PROCUREMENT PROCESS

Written competitive Proposals, other submissions, correspondence, and all records made thereof, as

well as negotiations conducted pursuant to this RFQ, shall be handled in compliance with Chapters 119 and 286 Florida Statutes. The city gives no assurance as to the confidentiality of any portion of any Proposal once submitted.

XV. NO COLLUSION

By offering a submission to the RFQ, the proposer certifies the proposer has not divulged to, discussed or compared his/her competitive Proposal with other proposers and has not colluded with any other proposers or parties to this competitive Proposal whatsoever.

XVI. APPROPRIATIONS CLAUSE

The City, as an entity of government, is subject to the appropriation of funds by its legislative body in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of this contract for each fiscal year following the fiscal year in which this contract shall remain in effect. Upon notice that sufficient funds are not available in the subsequent fiscal years, the City shall thereafter be released of all terms and other conditions.

APPENDIX A

REQUIRED FORMS PACKET

RFQ #2023-02 for PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES

THE FOLLOWING FORMS ARE REQUIRED AND ARE TO BE FILLED OUT COMPLETELY AND SUBMITTED WITHIN THE QUALIFICATIONS SUBMITTALS AS PER THE RFQ INSTRUCTIONS. FORMS SHALL BE SIGNED BY AUTHORIZED PERSONNEL, COMPLETED IN THEIR ENTIRETY, AND INSERTED WITHIN YOUR SUBMITTAL AS PER THE INSTRUCTIONS. ALL ADDITIONAL REQUESTED DOCUMENTATION SHALL BE SUBMITTED AS REQUIRED BY THE SOLICITATION DOCUMENTS.

21. Checklist
22. Application Form
23. Acknowledgements Form
25. Certification Form
26. Declaration Form
27. Qualifications Form
29. Reference Form
30. Scrutinized Companies Form
31. Subcontractor Listing Form
32. Insurance Requirements Form
34. Americans with Disabilities Act Affidavit Form
35. Conflict of Interest Form
36. Drug-Free Workplace Certification Form
37. Non-Collusion Form
38. Public Entity Crimes Form
40. Public Records Compliance Form
41. Copy of W-9

PROPOSER CHECK LIST

I M P O R T A N T: Please read carefully, sign in the spaces indicated and return with your Response.

Proposer should check off each of the following items as the necessary action is completed:

- All applicable forms have been signed and included
- All information as requested in the Proposer's Qualification Form is included.
- Any addenda have been signed and included.
- The **mailing envelope must be sealed and marked** with RFQ Number "**RFQ #2023-02**" and RFQ Title "**PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**".
- The mailing envelope has been addressed to:

City of Bunnell
City Clerk Office
P.O. Box 756
Bunnell, FL 32110

- The Response will be mailed or delivered in time to be received no later than the specified due date **May 16, 2023** and time **02:00 PM**. (Otherwise, the Response WILL NOT be considered.)

ALL COURIER-DELIVERED QUALIFICATIONS MUST HAVE THE RFQ NUMBER AND QUALIFICATION NAME ON THE OUTSIDE OF THE COURIER PACKET

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.



APPLICATION FORM

**PROFESSIONAL
INFRASTRUCTURE
ENGINEERING SERVICES**

RFQ-2023-02
ISSUED BY: MARY ANNE ATWOOD
PROJECT MANAGER
PHONE NO: (386) 986-6702
EMAIL: MATWOOD@BUNNELLCITY.US

**SUBMIT QUALIFICATIONS PACKAGE PRIOR TO:
CLOSING DATE: May 16, 2023
CLOSING TIME: 02:00 P.M.**

**SUBMIT TO:
BUNNELL CITY CLERK'S
OFFICE 604 E MOODY
BLVD., SUITE 6
PO BOX 756
BUNNELL, FL 32110**

PROJECT TITLE & DESCRIPTION:

PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES

Provide professional engineering services for assigned tasks that are related to but not limited to the City's water resources, wastewater and water utilities' treatment, storage, water distribution, sanitary collection/pumping/transmission, stormwater systems, reclaimed water systems and public roadways planning/design/permitting requirements for engineering design services.

THE RESPONDENT HEREBY AGREES TO FURNISH THE SERVICES PURSUANT TO ALL REQUIREMENTS, SPECIFICATIONS, AND SCOPE OF SERVICES CONTAINED IN THIS SOLICITATION DOCUMENT, AND FURTHER AGREES THAT THE LANGUAGE OF THIS DOCUMENT SHALL GOVERN IN THE EVENT OF A CONFLICT WITH HIS OR HER RESPONSE. BY MY SIGNATURE I CERTIFY THAT THIS RESPONSE IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, BUSINESS ENTITY, OR PERSON SUBMITTING A RESPONSE FOR THE SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

**THIS APPLICATION FORM MUST BE SIGNED TO BE
CONSIDERED FOR**

COMPANY NAME:

DATE:

MAILING ADDRESS:

PHONE:

FAX:

CITY:

STATE:

ZIP:

TITLE OF AUTHORIZED REPRESENTATIVE:

E-MAIL:

WEB URL:

AUTHORIZED SIGNATURE:

PRINTED NAME:

ACKNOWLEDGEMENTS
RFQ #2023-02
“PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES”

To: City of Bunnell
604 E. Moody Blvd. Unit 6 P.O. Box 756
Bunnell, FL 32110

(Proposer) guarantees its Response to RFQ #2023-02 for a period not to exceed one hundred twenty (120) days from the date its Response was submitted to the City of Bunnell unless an extension is granted by the Proposer.

The Contractor, by signing these **RFQ** Submittal pages, acknowledges and agrees to abide by all the terms, conditions, and specifications contained in this **RFQ** Document.

Dated this _____ day of _____, 2023

INDIVIDUAL, LIMITED LIABILITY COMPANY,
PARTNERSHIP, OR OTHER FORM OF ENTITY WHICH IS NOT A CORPORATION

By: (Signature) _____ (Print name) _____

Address: _____

Telephone: _____ Fax: _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

CORPORATION

By: (Signature) _____ (Print name) _____

Address: _____

Telephone: _____ Fax: _____

Taxpayer/Employer Identification Number (TIN/EIN): _____

State of Incorporation:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print

CORPORATE SEAL

Attest By (Secretary): _____

Signature

Date

PROPOSER’S CERTIFICATION FORM

____ I have carefully examined the request for qualifications, instructions to proposers, general and/or special conditions, vendor’s notes, specifications, and any other documents accompanying or made a part of this request for qualifications.

____ I agree to abide by all conditions of the RFQ and understand that a background investigation may be conducted by the City of Bunnell prior to an award.

____ I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this qualifications statement on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the contract.

____ I further certify, under oath, that this qualifications statement is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a qualifications statement for the same product or service; no officer, employee or agent of the City of Bunnell government or of any other proposer interested in said RFQ; and that the undersigned executed this proposer’s certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of business _____

By: _____

Mailing address

Signature _____

City, State, Zip Code

Name & title, typed or printed state

(____) _____
Telephone number

State of _____
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of _____, 2023, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced _____ as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My Commission expires:

DECLARATION STATEMENT

City of Bunnell
P.O. Box 756
604 E. Moody Blvd. Unit 6
Bunnell, FL 32110

RE: RFQ #2023-02 , “PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES”

Dear Mayor and Council Members:

The undersigned as Proposer, or on behalf of Proposer, declares that this Response is submitted without any other understanding, agreement or connection with any person, corporation, or firm submitting a Response for the same purpose and that the Response is in all respects fair and without collusion or fraud.

The undersigned as Proposer, or on behalf of Proposer, further declares that this Response is in compliance in every respect with all the Instructions to Proposers issued prior to the opening of the Responses.

The undersigned as Proposer, or on behalf of Proposer, if selected, agrees to commence negotiations in good faith and execute an appropriate City document for the purpose of establishing a formal contractual relationship with the City for the performance of all requirements to which the Response pertains as set forth in **RFQ #2023-02 , “PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES”**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____, 2023 in the City of Bunnell, in the State of Florida .

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

PROPOSER'S QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract	Amount
			\$
			\$
			\$

LIST CURRENT PROJECTS FOR WHICH YOU ARE THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Has Proposer, at any time, failed to complete a contract?

Yes No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?

Yes No

Attach detailed explanation as required under Tab IV of Response Format.

CONTRACT VALUES:

List total value of contracts for work completed on similar projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Values must be listed individually by contract or project and then summarized as a total dollar amount.**

\$ _____ Total Value for PAST completed and similar project

\$ _____ Total Value for PAST completed and similar project

Attach additional page if necessary.

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter (if required): _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

- Corporation: If firm is a corporation, please list state in which it is incorporated:_____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida. Years in business: _____
- Partnership/Years in Business: _____
- Sole Proprietorship/Years in Business: _____
- Other: Please list: _____

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

REFERENCE FORM

Provide the business names, contact person, email and telephone number of four (4) references for which the Proposer has provided services similar to the services described in this RFQ for three (3) years or more within the last five (5) year period. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

The Proposer will identify whether the business entity is incorporated in Florida, another state, or is in a foreign country. If a proposer is a corporation, provide a copy of the Certification from the Florida Secretary of State verifying the Proposer's corporate status and good standing. The Proposer shall include a copy of its business license with the submittal.

1. Name of Company: _____

Address: _____

Point of Contact: _____

Phone #: _____ Email address: _____

Service(s) Provided: _____

Dates of Service: _____

2. Name of Company: _____

Address: _____

Point of Contact: _____

Phone #: _____ Email address: _____

Service(s) Provided: _____

Dates of Service: _____

3. Name of Company: _____

Address: _____

Point of Contact: _____

Phone #: _____ Email address: _____

Service(s) Provided: _____

Dates of Service: _____

4. Name of Company: _____

Address: _____

Point of Contact: _____

Phone #: _____ Email address: _____

Service(s) Provided: _____

Dates of Service: _____

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST
*If bid amount is less than one million dollars (\$1,000,000), this form is not required.

Respondent Vendor's Name: _____

Vendor FEIN: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Address: _____

City: _____ State: __ Zip: _____

Phone Number: _____

Fax Number: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies for goods or services of one million dollars (\$1,000,000) or more that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both Lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor's Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs.

Certified By: _____, who is authorized to sign on behalf of the above referenced company.

Authorized Signature: _____

Print Name & Title: _____

Date: _____

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

=====

- 1. Worker's Compensation Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
- 2. Commercial General Liability
Bodily Injury & Property Damage (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.

 \$ _____ single limit per occurrence
- 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Bunnell, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of the City of Bunnell.

- 4. Automobile Liability \$ _____ Each occurrence owned / on-owned / Hired Automobile Included
- 5. Other Insurance as indicated below: \$ 1,000,000 Per Occurrence Errors and Omissions or Professional Malpractice Coverage
- 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.
- 7. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.
- 8. The City of Bunnell must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

- 9. The City of Bunnell shall be named as the Certificate Holder.

NOTE: The "Certificate Holder" should read as follows:

City of Bunnell
Bunnell, FL

No City Division, Department, or individual name should appear on the Certificate. No other format will be acceptable.

- 10. **Thirty (30) Days Cancellation Notice** required.
- 11. The Certificate must state the **RFQ #2023-02** and **PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer's Agent

AMERICANS WITH DISABILITIES ACT AFFIDAVIT FORM

The undersigned CONTRACTOR swears that the information herein contained is true and correct and that none of the information supplied was for the purpose of defrauding the City.

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to comply with the rules, regulations and relevant orders issued pursuant to the Americans with Disabilities Act (ADA), 42 USC s. 12101 et seq. It is understood that in no event shall the City be held liable for the actions or omissions of the CONTRACTOR or any other party or parties to the Contract for failure to comply with the ADA. The CONTRACTOR agrees to hold harmless and indemnify the City, its agents, officers or employees from any and all claims, demands, debts, liabilities or causes of action of every kind or character, whether in law or equity, resulting from the CONTRACTOR's acts or omissions in connection with the ADA.

CONTRACTOR: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of _____, 2023, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:

CONFLICT OF INTEREST DISCLOSURE FORM

I HEREBY CERTIFY THAT

1. I (*PRINTED NAME*) _____ AM THE (*TITLE*) _____ AND THE DULY AUTHORIZED REPRESENTATIVE OF THE FIRM OF (*FIRM NAME*) _____ WHOSE ADDRESS IS _____, AND THAT I POSSESS THE LEGAL AUTHORITY TO MAKE THIS AFFIDAVIT ON BEHALF OF MYSELF AND THE FIRM FOR WHICH I AM ACTING; AND,
2. EXCEPT AS LISTED BELOW, NO EMPLOYEE, OFFICER, OR AGENT OF THE FIRM HAVE ANY CONFLICTS OF INTEREST, REAL OR APPARENT, DUE TO OWNERSHIP, OTHER CLIENTS, CONTRACTS, OR INTERESTS ASSOCIATED WITH THIS PROJECT; AND,
3. THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY CORPORATION, FIRM, OR PERSON SUBMITTING A PROPOSAL FOR THE SAME SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

EXCEPTIONS (LIST)

SIGNATURE: _____

PRINTED NAME: _____

FIRM NAME: _____

DATE: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of _____, 2023, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that, _____ (print or type name of business) publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires 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.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein".

(Authorized Signature)

(Date)

(Print Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of _____, 2023, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

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

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

I am the _____ of _____, (Proposer) which has submitted a Response to City of Bunnell RFQ #2023-02 Professional Infrastructure Engineering Services.

I am fully informed respecting the preparation and contents of the Response to RFQ #2023-02, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #2023-02, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Bunnell.

The price or prices quoted in the Proposer's Response to RFQ #2023-02, are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of _____, 2023, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of
Notary My commission expires:

**SWORN STATEMENT PURSUANT TO FLORIDA STATUTES
SECTION 287.133(3) (A) PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Bunnell by: _____ [NAME] as the _____ [TITLE] of _____ [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is _____ .
2. I understand that a “public entity crime” as defined in Florida Statutes, Section 287.133 (1)(g), 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 Florida Statutes, Section 287.133(1)(b), 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 Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. 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 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 Florida Statutes, Section 287.133(1)(e), 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 provisions 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. 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, and agents who are active in management of an entity, nor any affiliates 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, and agents who are active in management of an 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, and agents who are active in management of an 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 THIS FORM TO THE CITY OF BUNNELL IS FOR THE CITY OF BUNNELL 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 CITY OF BUNNELL PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of _____, 2023, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary
My commission expires:

COMPLIANCE WITH THE PUBLIC RECORDS LAW FORM

Upon notice of an intended decision or thirty (30) days after receiving, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected and must state the reasons why such exclusion from public disclosure is necessary. The submission of a Qualification authorizes release of your firm's credit data to City of Bunnell.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their Qualification package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the City in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to indemnify, defend, and hold harmless the City in the event we are forced to litigate the public records status of the company's documents.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

Date: _____

Project Number: **RFQ-2023-02 – PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES**

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2023, by _____ of _____, a Florida corporation, on behalf of the corporation, and he/she is personally known to me or has produced (type of identification) as identification.

Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary

My commission expires:

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number						
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		-		-		
or						
Employer identification number						
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 5%; text-align: center;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 20%; border: 1px solid black; height: 20px;"></td> </tr> </table>			-			
		-				

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



ADDENDUM NO. 01

This addendum is issued as part of the specifications and contract documents entitled:

**CITY OF BUNNELL
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
CITY RFQ NO: 2023-02**

Date Issued: April 27, 2023

A. QUESTIONS & ANSWERS

Question 1: Who are your current engineers?

Answer 1: The City is currently under contract with Alliant, CPH, Kimley-Horne and Mead & Hunt for utility engineering services.

Question 2: How many firms does the City intend to select?

Answer 2: As the City is requesting services for several different Infrastructure needs, there is no specific quantity of firms intended to select. Not all firms will be able to render all-inclusive services.

Question 3: The RFQ mentions a pre-bid meeting, but it is not listed in the schedule of events. Can the City confirm if there will be a pre-bid meeting?

Answer 3: Under Section III. CALENDAR OF EVENTS, it states the location where the Pre-Bid meeting and RFQ Opening will be held. This is an error, there will be no pre-bid meetings.

ACKNOWLEDGEMENT:

Signature and Date

Printed Name and Title

Company Name

PLEASE ACKNOWLEDGE ALL ADDENDUMS ON YOUR BID FORM

END ADDENDUM NO. 01



ADDENDUM NO. 02

This addendum is issued as part of the specifications and contract documents entitled:

**CITY OF BUNNELL
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
CITY RFQ NO: 2023-02**

Date Issued: May 5, 2023

A. QUESTIONS & ANSWERS

Question 1: Would the City please send a copy of your Standard Contract for our review? One was not provided with the RFQ document?

Answer 1: The City will provide a contract for review when entering into negotiations with the firms recommended by the Selection Committee and approved by the Commission.

Question 2: Is there any possibility I could request an extension of the Proposal deadline?

Answer 2: The City will provide a seven (7) day extension for the Last Date of Inquiries, the Proposal deadline and the RFQ Opening. The new Qualification deadline dates are as follows:

Last Date of Inquiries: May 16, 2023 at 4 PM

Qualification Statements Due: May 23, 2023 at 2:00 PM

RFQ Opening: May 23, 2023 at 2:30 PM

ACKNOWLEDGEMENT:

Signature and Date

Printed Name and Title

Company Name

PLEASE ACKNOWLEDGE ALL ADDENDUMS ON YOUR BID FORM

END ADDENDUM NO. 02



ADDENDUM NO. 03

This addendum is issued as part of the specifications and contract documents entitled:

**CITY OF BUNNELL
PROFESSIONAL INFRASTRUCTURE ENGINEERING SERVICES
CITY RFQ NO: 2023-02**

Date Issued: May 17, 2023

A. QUESTIONS & ANSWERS

Question 1: Project References are requested for three (3) sections (Section G, Appendix A – Reference Form, Appendix A – Client Reference Letters). May you please provide a brief description of the anticipated information (and how it differs) to be included?

Answer 1:

VII. EVALUATION CRITERIA Section G. explains that firms will be ranked by the relevance and quality of the references provided.

Appendix A – Reference Form is a list of clients to whom services have been provided by your firm, similar to those described in the RFQ.

Appendix A – Client Reference Letters are reference letters from clients regarding services that your firm provided to them, similar to those described in the RFQ.

Question 2: The “Appendix A Required Forms Packet” list varies from page 18 to page 20. On page 18 there are two (2) requests for insurance information (Appendix A - Insurance Requirements Form, Appendix A – Copy of Firm’s Certificate of Insurance). However, on page 20 there is only a single request for insurance information (Appendix A – Insurance Requirement Form). If we provide a copy of our Certificate of Insurance (COI), will that suffice for both documents?

Answer 2: Both documents are required to be included with the RFQ submittal.

Appendix A – Insurance Requirements Form is more of a checklist and verification that the firm understands and has included all the requirements for the insurance.

Appendix A – Copy of Firm’s Certificate of Insurance is the actual certificate.

Question 3: Within the Proposal Submission section on page 17, an ADA compliant electronic copy of the Proposal is requested. May you please clarify the definition of ADA Compliant regarding an electronic document?

Answer 3: The City makes every effort to have information accessible to those with disabilities per the Americans with Disabilities Act (ADA), this includes files. Accessible PDFs require certain elements: tagging in a logical reading order, proper heading structure, alternate text for images, proper table and list formatting and usage, etc.

If software is unavailable, PDF documents' Accessibility Tool can run Accessibility Checks and Reports to find out what elements are passing or failing compliance.

ACKNOWLEDGEMENT:

Signature and Date

Printed Name and Title

Company Name

PLEASE ACKNOWLEDGE ALL ADDENDUMS ON YOUR BID FORM

END ADDENDUM NO. 03