

MASTER CONSULTING AGREEMENT

THIS AGREEMENT (“Agreement”) is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk Transportation Planning Organization (“TPO”), created by the State of Florida in accordance with Title 23 United States Code, Section 134 and Chapter 339.175, Florida Statutes, by and through its Board, situated at 330 W. Church Street, Bartow, Florida 33830, (hereinafter referred to as the “TPO”), and Alfred Benesch & Company, an Illinois corporation, located at 1000 N. Ashley Drive, Suite 700, Tampa, Florida 33602 (hereinafter referred to as the “Consultant”), and whose Federal Employer Identification Number is: 36-2407363.

WHEREAS, the Polk TPO was created by Interlocal Agreement dated February 17, 2015, between the Florida Department of Transportation (FDOT), Polk County, a political subdivision of the State of Florida, hereinafter referred to as Polk County, and fifteen municipalities located in Polk County for the purposes of providing professional planning services to support the needs of the TPO; and

WHEREAS, the TPO and Polk County entered into a TPO Staff Services Agreement on February 17, 2015, whereby Polk County agreed to provide staffing and professional services necessary to carry out the planning obligations of the TPO; and

WHEREAS, the TPO Staff Services Agreement provides that contracts and bids for the purchase of materials and services required by the TPO shall be in accordance with Polk County procedures; and

WHEREAS, the TPO requires certain professional services in connection with transportation planning in Polk County; and

WHEREAS, the TPO has solicited for these services pursuant to the TPO's adopted Unified Planning Work Program, in RFP #25-687, included by reference as to the scope of services contained herein in accordance with Polk County procurement procedures; and

WHEREAS, Consultant represents it is capable and prepared to provide such Services.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the parties hereby agree, as follows:

1.0 **Term**

1.1 This Agreement shall take effect on the date of its execution by the Chairman of the Board of the TPO (the "Effective Date").

1.2 The term of this Agreement shall be for a period of five (5) years from the Effective Date, unless otherwise sooner terminated as provided herein.

1.3 Services for the TPO under this Agreement for which Federal PL Funds are to be expended shall be limited to a period not to exceed five (5) years and may not be further extended.

2.0 **Services to Be Performed by Consultant**

2.1 The TPO does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the "Services") as further described in (i) the County's Request for Proposals RFP #25-687, to include all attachments and addenda, (ii) the Consultant's responsive proposal, and (iii) Florida Department of Transportation (FDOT) General Provisions thereto (collectively, (i) (ii), and (iii) are "RFP 25-687"), all of which are incorporated into this Agreement by this reference. A complete copy of RFP 25-687 and the Consultant's responsive proposal is attached as a composite Exhibit "A" and made a part of this Agreement and as may be further specifically designated and authorized by the TPO, in writing (collectively, the "Services"). Such authorization will be referred to as a Consultant Services Authorization ("CSA") or a Contract Purchase Order ("CPO") and all provisions of this Agreement apply to the CSA/CPO with full force and effect as if appearing in full within each CSA/CPO. Each CSA/CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution. In the event of any conflict in terms between the above referenced documents and the terms herein, the terms included herein shall govern.

2.2 The Consultant is not authorized to undertake any project without a duly executed CSA/CPO, which shall specify the work to be performed and the time to be completed. Consultant recognizes that the TPO may employ several different Consultants to perform the work described and that the Consultant has not been employed as the exclusive agent to perform any such services.

2.3 When the Consultant and the TPO enter into a CSA/CPO where the term of the

CSA/CPO expires on a date that is later than the date that the this Agreement expires, the Consultant and the TPO agree that the terms of this Agreement and any amendments, attachments or provisions hereof are automatically extended until the expiration (including any extension or amendment thereto) or full completion of the requirements of the CSA/CPO have been performed. Cancellation by the TPO of any remaining work prior to the full completion of the requirements of the CSA/CPO shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of this Agreement. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of this Agreement.

3.0 **Compensation**

3.1 **General**

3.1.1 TPO shall pay Consultant in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.2 Upon the mutual agreement of the parties, the Fee Schedule, as set out in Exhibit "B" may be adjusted by a written Amendment to this Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter fee schedules for CSA's/CPO's in effect at the time of the amendment.

3.1.3 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual CSA/CPO.

3.1.4 In the event a not to exceed price is negotiated, compensation shall be billed and paid based on and in accordance with the Hourly Rate Schedule attached hereto and incorporated herein as Exhibit "B". The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.5 Invoices must reference the applicable CSA/CPO number, using an invoice form approved by the TPO Auditor.

3.1.6 Each individual invoice shall be due and payable forty-five (45) days after receipt by the TPO of correct, fully documented, invoice, in form and substance satisfactory to the TPO with all appropriate cost substantiations attached. All invoices shall be delivered, as applicable based on the particular project:

Polk TPO
P.O. Box 9005
Bartow, FL 33831
Attention: Director

3.1.7 In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the TPO. This certifies that all services have been properly performed and all charges and costs have been invoiced to the TPO. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Consultant.

3.1.8 Payment of the final invoice shall not constitute evidence of the TPO's acceptance of the work

3.1.9 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by TPO and, if so requested, shall be furnished by Consultant to TPO and County's Auditor's satisfaction.

3.1.10 By its submission of an invoice, the Consultant's project manager or designated payroll officer shall be deemed to be attesting to the correctness and accuracy of time charges and requested reimbursements.

3.1.11 Pursuant to Section 3.1.4, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the TPO and, if so requested, shall be furnished by the Consultant to the TPO Auditor's satisfaction.

3.2 Reimbursable

3.2.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the TPO/County Reimbursable Schedule, Exhibit “C”, and include copies of paid receipts, invoices or other documentation acceptable to the TPO/County’s Auditor. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement, CSA, or CPO.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable CSA or CPO, and include:

Sub-Consultant
Pre-approved Equipment

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and FDOT policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the TPO upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the TPO offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

3.2.5 Consultant shall maintain a current inventory of all such assets.

4.0 Insurance

4.1 General Provisions

4.1.1 Consultant shall maintain, at all times, the following levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage set forth below and provide the TPO and County with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the TPO and County to evidence such coverage before any work commences.

4.1.2 The Transportation Planning Organization, the County, and the Florida

Department of Transportation shall be included as an additional insured on all Consultant policies related to the project, excluding professional liability and workers compensation. The Commercial General Liability and Worker's Compensation policies shall contain a waiver of subrogation in favor of the Transportation Planning Organization, the County, and the Florida Department of Transportation. All insurance coverage shall be written with an insurer having an A.M. Best Rating of at least the "A-" category and size category of VIII.

4.1.3 The Consultant's self-insured retention or deductible per line of coverage shall be the sole responsibility of the Consultant.

4.1.4 If there is any failure by the Consultant to comply with the provisions of this section, the TPO and County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance.

4.1.5 TPO and County may, at its sole discretion, purchase such insurance at Consultant's expense provided that the TPO and County shall have no obligation to do so and if the TPO and County shall do so, it shall not relieve Consultant of its obligation to obtain insurance.

4.1.6 The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All Consultants' subconsultants shall be required to include TPO, County and Consultant as additional insured on their General Liability Insurance policies.

4.1.8 Consultant shall require its subconsultants to meet the required insurance limits as set forth and required in this Agreement.

4.1.9 The Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the TPO and County.

4.2 Comprehensive Automobile Liability Insurance. \$1,000,000.00 per occurrence / aggregate for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

4.3 Commercial General Liability. \$1,000,000.00 per occurrence / aggregate for bodily

injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

4.3.1 Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

4.3.2 Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

4.4 Professional Liability Insurance. \$2,000,000.00 per claim and in the aggregate for liabilities arising from negligent design errors and omissions, inclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the TPO Director and/or County Director of Risk Management and Insurance.

4.5 Performance, Payment and Other Bonds. Consultant shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the CSA or CPO for the project.

4.6 Worker's Compensation. The Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees as required by Florida Statutes.

5.0 **Standard of Care**

5.1 Consultant has represented to the TPO and County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 Consultant shall, at no additional cost to TPO and County, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this

Agreement.

5.4 The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 **Indemnification**

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, the TPO, County and Consultant agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 Consultant shall indemnify and hold harmless the TPO, County, and FDOT, and each of their respective 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 or utilized by the Consultant in the performance of this Agreement.

6.2.2 The TPO review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

6.2.4 IN ACCORDANCE WITH SECTION 558 ET SEQ OF THE FLORIDA STATUTES AND TO THE FULLEST EXTENT PERMITTED BY LAW, COUNTY ACKNOWLEDGES AND AGREES THAT NO INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT SHALL BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURING WITHIN THE SCOPE AND COURSE OF THIS AGREEMENT, TO THE EXTENT ALL PROVISIONS OF SAID STATUTORY PROVISION ARE SATISFIED.

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions

of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 Independent Contractor

7.1 Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 The TPO shall have no right to supervise the methods used, but the TPO shall have the right to observe such performance.

7.3 Consultant shall work closely with the TPO in performing Services under this Agreement.

7.4 The Consultant shall not pledge the TPO's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the TPO in any manner.

7.5 Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 Authority to Practice

8.1 The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 Compliance with Laws

9.1 The TPO, the Consultant and/or Contractor and Subcontractor will comply with all applicable Federal and State guidelines set forth in the TPO's Transportation Planning Funds Joint Participation Agreement executed on April 14, 2016, and any amendments thereto.

9.2 Consultant acknowledges and agrees that, in regards to TPO projects, funding for multi-year projects is subject to the annual approval of the TPO's Unified Planning Work Program by the Florida Department of Transportation and Federal Highway Administration.

9.3 Compliance with Title VI of the Civil Rights Act of 1964 and Related Statutes.
During the performance of this contract for TPO projects, the TPO, for itself, its assignees and successors in interest, and the Consultant and/or Contractor and Subcontractor agree as follows:

9.3.1 Compliance with Regulations. The Consultant and/or Contractor and Subcontractor shall comply with the regulations relative to non-discrimination in federally assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made part of this contract.

9.3.2 Nondiscrimination. The Consultant and/or Contractor and Subcontractor with regards to the work performed by it during the contract will not discriminate on the grounds of race, color, disability, religion, sex, national origin, or familial status in the selection and retention of contractors and subcontractors, including procurement of material and leases of equipment. The TPO and the Consultant and/or Contractor and Subcontractor will not participate either directly or indirectly in the discrimination prohibited by 49 CFR 21.5, including employment practices when the contract covers a program set forth in 49 CFR part 21, Appendix B.

9.3.3 Solicitations for subcontractors, including procurement of materials and equipment. The Consultant and/or Contractor and Subcontractor acknowledges and agrees that in all solicitations made by competitive bidding or negotiation by the TPO for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by the TPO of the TPO's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color, disability, religion, sex, national origin, or familial status.

9.3.4 Information and Reports. Consultant acknowledges and agrees that the TPO shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation (FDOT), the Federal Highway Administration (FHWA), or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the TPO is in the exclusive possession of another who fails or refuses to furnish this information, the TPO shall so certify to the FDOT, the FHWA, and the FTA, as appropriate, and shall set forth what efforts it

has made to obtain the information.

9.3.5 Sanctions for Non-Compliance. Consultant acknowledges and agrees that in the event of the TPO's non-compliance with the non-discrimination provisions of this contract, the FDOT shall impose such contract sanctions as it, the FHWA, or the FTA determine to be appropriate, including, but not limited to: withholding of payments to the TPO under the agreement until the TPO complies, and/or cancellation, termination, or suspension of the agreement, in whole or part.

9.4 Participation by Disadvantaged Business Enterprise (DBE). During the Performance of this contract for TPO projects, the TPO and the Consultant and/or Contractor and Subcontractor shall abide by the statements in 9.4.1 and 9.4.2.

9.4.1 As required by 49 CFR 26.13, the TPO and the Consultant and/or Contractor and Subcontractor shall not discriminate on the basis of race, color, national origin, religion, gender, age, disability in the award and performance of any Department of Transportation (DOT) assisted contract or in the administration of its DBE program or the requirements of 40 CFR Part 26. The TPO shall take all necessary and reasonable steps under 40 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The TPO's DBE program, as required by CFR Part 26 and as approved by the U.S. Department of Transportation, is incorporated by reference in the Planning Funds agreement between the TPO and the FDOT and the Consultant and/or Contractor and Subcontractor shall adhere to that program.

9.4.2 Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of the agreement. Upon notification to the TPO of its failure to carry out its approved program, the U.S. Department of Transportation may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

9.4.3 No member, officer, or employee of the TPO either during his or her tenure or for one (1) year thereafter shall have any interests, direct or indirect, in this contract or the proceeds thereof.

10.0 Public Records Law

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County 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 Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this 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 this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIASON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7670
EMAIL: RMLO@POLKFL.GOV**

11.0 Compliance with Laws

11.1 In performance of the Services, Consultant shall comply with applicable regulatory

requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, including those now in effect and hereafter adopted.

12.0 **Subcontracting**

12.1 The TPO reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

12.2 Subcontractors that are not pre-qualified by FDOT are subject to compensation restrictions as specified in Rule 14-75, F.A.C. Any such subcontractor utilized must be technically qualified by FDOT prior to any work being performed.

12.3 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subcontractor by the TPO. Failure of a Subcontractor to timely or properly perform its obligations shall not relieve Consultant of its obligations hereunder.

13.0 **Federal and State Taxes**

13.1 The TPO is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the TPO will provide an exemption certificate to Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the TPO, nor shall the Consultant be authorized to use the TPO's Tax Exemption Number in securing such materials.

14.0 **Public Entity Crimes**

14.1 The Consultant understands and acknowledges that this Agreement with the TPO will be voidable by the TPO, in the event the conditions under Section 287.133, Florida Statutes applies to the Consultant, relating to conviction for a public entity crime.

15.0 **TPO's Responsibilities**

15.1 TPO shall be responsible for providing access to all TPO project sites and providing information in the TPO's possession that may reasonably be required by Consultant, including; existing reports, studies, financial information, and other required data that are available in the files of the TPO.

16.0 **Termination of Agreement**

16.1 This Agreement may be terminated by the Consultant upon thirty (30) days prior

written notice to the TPO in the event of substantial failure by the TPO to perform in accordance with the terms of the Agreement through no fault of the Consultant.

16.2 This Agreement may be terminated by the TPO with or without cause immediately upon written notice to the Consultant.

16.3 Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services rendered to the TPO's satisfaction through the date of termination.

16.4 After receipt of a Termination Notice, as described in this Article 16.0, and except as otherwise directed by the TPO, the Consultant shall:

16.4.1 Stop work on the date and to the extent specified.

16.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

16.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the TPO.

16.4.4 Continue and complete all parts of the work that have not been terminated.

16.4.5 If the Agreement is to be terminated for cause, the Consultant shall be provided a written Notice to Cure affording the Consultant ten (10) days to address any alleged deficiencies specified in the Notice prior to commencing with the termination process. The Consultant shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with early termination.

17.0 **Uncontrollable Forces (Force Majeure)**

17.1 Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. An "Event of Force Majeure" is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party

could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

18.0 **Governing Law and Venue**

18.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fee and other legal costs and expenses.

19.0 **Non-Discrimination**

19.1 The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

20.0 **Waiver**

20.1 A waiver by either TPO and/or County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence

of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

21.0 **Severability**

21.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

21.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

21.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

21.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

22.0 **Entirety of Agreement**

22.1 The TPO, County and the Consultant agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

22.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the TPO, County and Consultant pertaining to the Services, whether written or oral.

22.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

23.0 **Modification**

23.1 This Agreement may not be modified unless such modifications are evidenced in writing signed by both TPO and Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

23.2 In accordance with Resolution 2013-07, the TPO Executive Director is authorized to approve time extensions to CSA's and CPO's for a time period not to exceed sixty (60) days. Any time extension exceeding sixty (60) days will require the approval of the TPO. Such modifications are evidenced in writing signed by both TPO Executive Director and Consultant

24.0 **Successors and Assigns**

24.1 TPO, County and Consultant each binds itself and its partners, successors, permitted assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, permitted assigns, and legal representatives of such other party.

24.2 Consultant shall not assign this Agreement without the express written approval of the TPO by executed amendment, which approval may be withheld in the TPO's sole discretion.

24.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the TPO Board by executed amendment.

25.0 **Contingent Fees**

25.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

26.0 **Truth-In-Negotiation Certificate**

26.1 Execution of this Agreement by the Consultant shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the Effective Date of this Agreement.

26.2 The said rates and costs shall be adjusted to exclude any significant sums should the TPO determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The TPO Board shall

exercise its rights under this "Certificate" within one (1) year following payment.

27.0 Ownership of Documents

27.1 Consultant shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the TPO Board, County and FDOT for its use and/or distribution as may be deemed appropriate by the TPO Board, County and FDOT. Consultant is not liable for any damages, injury or costs associated with the TPO Board, County and FDOT use or distribution of these documents for purposes other than those originally intended by Consultant.

28.0 Access and Audits

28.1 Consultant shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The TPO Board, FTA Administrator, the Comptroller General of the United States or any of their authorized representatives shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Consultant's place of business.

28.2 Misrepresentations of billable time or reimbursable expenses as determined by the County Comptroller to the TPO Board/County shall result in the recovery of any resulting overpayments. The TPO Board and/or County's cost of recovery shall be the sole expense of the Consultant, including accounting and legal fees, court costs and administrative expenses.

28.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

28.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

29.0 Notice

29.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Polk TPO
P.O. Box 9005 Drawer TS05
Bartow, FL 33830

Attention: Director

As to Consultant: Alfred Benesch & Company
1000 N. Ashley Drive, Suite 700
Tampa, FL 33602
Attention: Rob Cursey, AICP

29.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

29.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and TPO and County.

30.0 **Service of Process**

As to County: TPO Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant: Alfred Benesch & Company
1000 N. Ashley Drive, Suite 700
Tampa, FL 33602
Attention: Rob Cursey, AICP

31.0 **Contract Administration**

31.1 Services of Consultant shall be under the general direction of the TPO Director or their successor, who shall act as the TPO's representative during the term of this Agreement.

32.0 **Key Personnel**

32.1 Consultant shall notify TPO in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant at TPO's request shall remove without consequence to the TPO any Subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. TPO has the right to reject proposed changes in key personnel. The following personnel shall

be considered key personnel:

Name: Rob Cursey, AICP

Name: Elisabeth Schuck, AICP

33.0. **Annual Appropriations**

33.1 Consultant acknowledges that the TPO, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the TPO's performance and obligation to pay under this agreement is contingent upon annual appropriation.

34.0 **Intentionally omitted**

35.0 **No Government Obligation to Third Parties**

35.1 The TPO and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the TPO, Consultant, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

35.2 The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

36.0 **Federal Changes**

Consultant shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between TPO and FTA, as they may be amended or promulgated from time to time during the term of this contract. Consultant's failure to so comply shall constitute a material breach of this contract.

37.0 **Incorporation of Federal Transit Administration (FTA) Terms**

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any TPO/County requests which would cause TPO/County to be in violation of the FTA terms and conditions.

38.0 **Dispute Resolution**

If the Consultant materially defaults in its obligations under this Agreement, CSA's or CPO's and fails to cure the same within fifteen (15) days after the date the Consultant receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Consultant, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Consultant, then the Consultant shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Consultant the full amount due and owing for all Services performed through the date of Agreement termination.

39.0 **Americans with Disabilities Act**

All design and construction must be accessible to individuals with disabilities pursuant to Titles II and III of the Americans with Disabilities Act.

40.0 **Attorneys' Fees and Costs**

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

41.0 **Unauthorized Alien(s)**

The Consultant agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. The TPO and County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the TPO and County. The form “AFFIDAVIT CERTIFICATION IMMIGRATION LAWS” will be signed by the Consultant and submitted as part of the Agreement.

42.0 **Employee Eligibility Verification (E-VERIFY)**

A. For purposes of this section, the following terms shall have the meanings ascribed to them below, or as may otherwise be defined in Section 448.095, Florida Statutes, as amended from time to time:

(i) “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration; and

(ii) “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees; and

(iii) “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

B. Pursuant to Section 448.095(2)(a), Florida Statutes, effective January 1, 2021, public employers, contractors and subcontractors shall register with and use the E-Verify system in order to verify the work authorization status of all newly hired employees. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this contract, and the County may treat a failure to comply as a material

breach of this contract.

C. By entering into this contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor shall be liable for any additional costs incurred by the County as a result of the termination of this contract. Nothing in this section shall be construed to allow intentional discrimination of any class protected by law.

43.0 Limitation of Liability.

IN NO EVENT, SHALL THE TPO OR THE COUNTY OR THE CONSULTANT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

44.0 No Construction Against Drafter

44.1 The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of

construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

45.0 **Third-Party Beneficiary**

The County is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

46.0 **Consultant Representations**

46.1 The Consultant hereby represents and warrants the following to the County:

46.1.1 Consultant is a corporation that is duly organized and existing in good standing under the laws of the State of Illinois with full right and authority to do business within the State of Florida.

46.1.2 Consultant's performance under this Agreement will not violate or breach any contract or agreement to which the Consultant is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

46.1.3 Consultant has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

46.1.4 Consultant now has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

46.1.5 Consultant has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

46.1.6 Consultant has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

46.1.7 Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as provided by a professional of like experience, knowledge and resources, under similar circumstances.

46.1.8 Consultant shall, at no additional cost to County, re-perform those Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

46.1.9 Estimates, opinions of probable construction or implementation costs, financial evaluations, feasibility studies or economic analyses prepared by the Consultant will represent its best judgment based on its experience and available information. The County recognizes that the

Consultant has no control over costs of labor, materials, equipment or services furnished by others or over market conditions or contractors' methods of determining prices, and that any evaluation of a facility to be constructed or work to be performed is speculative. Accordingly, the Consultant does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by the Consultant.

46.1.10 Each individual executing this Agreement on behalf of the Consultant is authorized to do so.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

**Polk Transportation Planning Organization
(TPO)**

By: _____
Executive Director, Polk TPO

By: _____
Chairman, TPO

Date Signed by TPO Board: _____

Review as to form and legal sufficiency

[Signature] 7/14/2026
County Attorney's Office Date

ATTEST:

**Alfred Benesch & Company
an Illinois corporation**

By: *[Signature]*
Corporate Secretary

By: *[Signature]*

Christopher Steinway, JD
[Print Name]

Elisabeth Schuck
[Print Name]

DATE: 7/28/2026

Vice President, FL Division Manager
[Title]

DATE: 8/03/2026

SEAL



ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8/03/2026 (Date) by Elisabeth Schuck (Name of officer or agent) as Vice President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☒ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 8/03/2026 (Date).

 (Official Notary Signature and Notary Seal)
Christina M. Gomez (Name of Notary typed, printed or stamped)

Commission Number HH746473 Commission Expiration Date 3/31/2030





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Detail by Entity Name

Foreign Profit Corporation
ALFRED BENESCH & COMPANY

Filing Information

Document Number	F13000000785
FEI/EIN Number	36-2407363
Date Filed	02/19/2013
State	IL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	06/21/2022
Event Effective Date	NONE

Principal Address

1000 N. Ashley Drive
Suite 700
Tampa, FL 33602

Changed: 01/21/2026

Mailing Address

35 West Wacker Dr., Suite 3300
CHICAGO, IL 60601

Changed: 01/12/2018

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS ST
TALLAHASSEE, FL 32301

Officer/Director Detail

Name & Address

Title Treasurer

HORN, KRISTINA S
35 W Wacker Dr.
Suite 3300
Chicago, IL 60601

Title Director

Gallagher, Elizabeth
35 West Wacker Dr.
Suite 3300
Chicago, IL 60601

Title CEO - President

FITZPATRICK, KEVIN
35 West Wacker Dr.
Suite 3300
Chicago, IL 60601

Title Chairman of the Board

Kaster, Randall
1000 N. Ashley Drive
Suite 700
Tampa, FL 33602

Title Director

HORAS, GEORGE
250 Cetronia Road
Suite 150
Allentown, PA 18104

Title Director

SOCKEL, JEFF
16910 Marcy Street
Suite 102
Omaha, NE 68118

Title External Director

HARRIS, MICHAEL
35 West Wacker Dr.
Suite 3300
Chicago, IL 60601

Title Florida Division Manager

SCHUCK, ELISABETH
1000 N. Ashley Drive
Suite 600
Tampa, FL 33602

Title Director

Nandagiri, Sunny
8000 Regency Parkway
Suite 175
Cary, NC 27518

Title Director

Lorek, Steven
4420 Cooper Road, Suite 220
Cincinnati, OH 45242

Title VP

Thady, Ryan
225 Water Street
Suite 1510
Jacksonville, FL 33309

Annual Reports

Report Year	Filed Date
2025	01/17/2025
2025	01/19/2025
2026	01/21/2026

Document Images

01/21/2026 – ANNUAL REPORT	View image in PDF format
04/28/2025 – AMENDED ANNUAL REPORT	View image in PDF format
01/19/2025 – AMENDED ANNUAL REPORT	View image in PDF format
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06/21/2022 – Merger	View image in PDF format
02/02/2022 – ANNUAL REPORT	View image in PDF format
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01/06/2020 – ANNUAL REPORT	View image in PDF format
01/23/2019 – ANNUAL REPORT	View image in PDF format
05/03/2018 – AMENDED ANNUAL REPORT	View image in PDF format
01/12/2018 – ANNUAL REPORT	View image in PDF format
08/16/2017 – AMENDED ANNUAL REPORT	View image in PDF format
07/10/2017 – Merger	View image in PDF format
01/18/2017 – ANNUAL REPORT	View image in PDF format

Detail by Entity Name

01/28/2016 – ANNUAL REPORT	View image in PDF format
01/28/2015 – ANNUAL REPORT	View image in PDF format
01/23/2014 – ANNUAL REPORT	View image in PDF format
02/19/2013 – Forfeiture Profile	View image in PDF format

13 pages Total. Showing 0001 - 0004 of 0004 pages.

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from consultants that are interested in providing *professional planning services to provide production support to the TPO transportation planning activities* as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 25-687, Planning Services for the Polk Transportation Planning Organization (TPO)

Description: Provide professional planning services to support the production of the TPO's transportation planning activities as set forth in the Unified Planning Work Program (WPWP).

Receiving Period: Prior to 2:00 p.m., Wednesday, February 11, 2026

Bid Opening: Wednesday, February 11, 2026, at 2:00 p.m. or as soon as possible thereafter.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah Sr. Procurement Analyst, via email at tabathashirah@polkfl.gov. All questions must be received by Wednesday, January 28, 2026, 4:00 p.m.

Bid Opening: Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

Special Instructions: To obtain a copy of all attachments and exhibits please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder "RFP 25-687, RFP Attachments", select "Open" or "Save As" to download the proposal documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

RFP REGISTRATION

You must register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 25-687

RFP Title: Planning Services for the Polk Transportation Planning Organization (TPO)

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

This form is for RFP registration only. Please scroll down for additional information.

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “25-687, Planning Services for the Polk Transportation Planning Organization (TPO)” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

Polk County Procurement Division

330 West Church Street, Room 150

Bartow, FL 33830

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	25-687
RFP Title	Planning Services for the Polk Transportation Planning Organization (TPO)
Due Date/Time:	February 11, 2026, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to

2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email tabathashirah@polkfl.gov at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

"RFP 25-686 Tab 1"

"RFP 25-686 Tab 2"

"RFP 25-686 Tab 3"

"RFP 25-686 Tab 4"

"RFP 25-686 Tab 5"

"RFP 25-686 Tab 6"

"RFP 25-686 Tab 7"

"RFP 25-686 Tab 8"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY
Polk Transportation Planning Organization
Issued by
Procurement Division

Fran McAskill, Procurement Director

REQUEST FOR PROPOSAL 25-687

Planning Services for the Polk Transportation Planning Organization (TPO)

Sealed proposals will be received in the Procurement Division, **Wednesday, February 11, 2026, prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") on behalf of the Polk Transportation Planning Organization (the "TPO"). Polk County Procurement Division (the "Procurement Division") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <https://www.polkfl.gov/business/procurement/>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, via email at tabathashirah@polkfl.gov. All questions must be received by Wednesday, January 28, 2026, 4:00 p.m.

Proposers and any prospective Proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk Transportation Planning Organization, Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of a contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757

INTRODUCTION

Polk County, a political subdivision of the State of Florida, acting by and pursuant to that certain TPO Staff Service Agreement between Polk County and the TPO dated April 15, 2025, is soliciting proposals on behalf of the Polk TPO from qualified firms interested in providing planning services to support the needs of the TPO.

Polk County's Selection Process for consultants' services is in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiations Act ("CCNA"). In addition, this work is being funded by the Florida Department of Transportation (FDOT), therefore the selection process must also adhere to all Federal guidelines. Where there is conflict between the Florida Statutes, Polk County's Ordinance and procedures, and the Federal guidelines, the Federal guidelines will take precedence unless the State or the County's statutes, ordinances or policies are stricter. The Professional Services Selection Committee will review the qualifications of all submitting firms as outlined below in the Evaluation Criteria and Selection Process.

It is the intent of the County and TPO to select and negotiate a Master Service Consulting Agreement with one (1) or more firm(s).

The TPO will negotiate a fee schedule as part of the "Selection Process", Elevation Level 4 Contract Negotiations.

When the Services provided under the Master Consulting Agreement(s) utilize a professional engineer, landscape architect, or registered surveyor or mapper in connection with their professional employment or practice, the Consultant Services Authorization (CSA) or Consultant Purchase Order (CPO) issued by the County to authorize such Services will be in compliance with Section 287.055 of the Florida Statutes referred to as the "Consultants' Competitive Negotiation Act" (CCNA).

When the Services being provided are performed by any individual that is not a professional engineer, landscape architect, or registered surveyor or mapper performing work in connection with their professional employment or practice, the CSA or CPO shall not be governed by Section 287.055 of the Florida Statutes.

Polk County's Procurement Procedure's Manual outlines the Procedures for Contracting for Professional Services Covered by CCNA. These procedures outline the process used for the selection of a consulting firm awarded through this RFP process. This process will be applicable to all work performed by all firms.

In accordance with Section 287.055(10), Florida Statutes, or any applicable amending or replacement statute, this provision of the RFP shall serve as the County's public notice that any plans, drawings or designs developed by the successful Proposer(s) on behalf of the County pursuant to this RFP or any agreement, authorization, purchase order or other contract resulting therefrom, are subject to be reused by the TPO at some future time in accordance with the aforementioned statute.

Only firms that are qualified pursuant to law and that have been prequalified by Florida Department of Transportation (FDOT), at the time of submittal, to perform the work will be considered responsive.

All services must be performed in accordance with applicable Federal, State and Local regulations.

Grantees/Recipients of federal financial assistance procurement policies and/or procedures must be in conformance with the Federal regulations found at 2 CFR Part 200.

Polk TPO adheres to FDOT's Artificial Intelligence (AI) Policy as stated in Topic No. 010-325-065-a dated May 21, 2024, from FDOT's Office of Transportation Technology.

SCOPE OF SERVICES

The Polk Transportation Planning Organization (TPO) is responsible for the development and implementation of a balanced, integrated, and multimodal transportation program which efficiently moves traffic. The TPO's goal is to ensure that a continuing, comprehensive and cooperative approach to planning for transportation needs is maintained and properly coordinated with other TPOs, Florida Department of Transportation (FDOT) and Federal Highway Administration (FHWA). To reach their goal, the TPO annually develops and reviews planning activities relating to roadway capacity improvements, congestion management, enhancement, transit, and rail and aviation projects. Any firm chosen for this Scope of Services will support and assist TPO Staff and other consultants hired by TPO Staff with any tasks shown in the TPO's Unified Planning Work Program (UPWP). The UPWP can be found at <https://polktpo.com/who-we-are/about-the-tpo/unified-planning-work-program>.

The TPO requires the services of one or more Consultants to provide production support to the TPO transportation planning activities. The work involves providing guidance and assistance to the TPO staff on a work assignment basis in a variety of planning, engineering, administrative, technical, analytical, statistical, graphical, public involvement and product review activities. Specific tasks will be assigned to the consultant(s) selected by the Polk TPO on an as-needed basis.

MAJOR TYPES OF WORK:

- Safety and Security Planning
- System connectivity
- Resilience
- Automated, Connected, Electric, Safe (ACES) or CV Vehicles and systems
- TSM&O
- Policy Planning
- Systems Planning
- Sub-Area/Special Project/Corridor Planning
- Land Planning/Engineering
- Transit Planning
- Transportation Disadvantaged Planning
- Traffic Data Collection
- Short and Long Range Planning
- Conceptual Design Services
- Transportation Statistics, including traffic statistics and traffic data collection
- Transportation System Monitoring/Data Collection
- Transportation Improvement Program
- Regional Planning
- Public Participation

- Passenger Rail

The types of work involved may include, but is not limited to, the following examples:

SCOPE OF WORK:

1. Community impact assessment.
2. Safety and security planning
3. Development of project traffic
4. Preparation of corridor studies
5. Development of regional impact reviews
6. Traffic modeling
7. Traffic Data Collection Services
8. Access management studies
9. Environmental data collection and analysis
10. Data collection and analysis
11. Preliminary right-of-way analysis
12. Traffic operations analysis studies
13. Preparation of Long Range Transportation Plan
14. Level of service analysis and mapping
15. Long Range Transportation Planning to include modeling assistance
16. Modeling land use scenarios
17. Mapping and graphics production
18. Transit planning including Transportation Development Plan major updates and annual performance reports
19. ADA compliance
20. Transportation Disadvantaged Program Planning
21. Conducting Bicycle/Pedestrian Action Plans
22. Congestion management analysis
23. Toll feasibility analysis
24. Support staff at public meetings
25. Preparation of public participation plan updates and public involvement assistance including website development, preparation of hard copy and electronic newsletters, on-line surveys, interactive maps, informational videos and Public Service Announcements, social media platforms, and other educational and informational materials, as necessary.
26. Environmental Justice – assistance in getting the word out to underserved areas or populations or communities.
27. Civil Rights data collection, and plan updates.
28. Disadvantaged Business Enterprise (DBE) Reports and data collection

29. Limited English Proficiency (LEP) reports and data collection and plan updates
30. Assist staff with grant applications, resolutions, agreements
31. Develop project information, including community impacts, including input into the Efficient Transportation Decision Making (ETDM) process
32. Evaluate potential Transportation Regional Incentive Program (TRIP) applications
33. Review of project development & environment studies
34. Developing project cost estimates
35. Providing administrative support to the TPO
36. Livability and Complete Streets Planning
37. Planning and conceptual design of Bicycle/Pedestrian, Intersection and Transit Improvements; Bicycle/Pedestrian Facilities Planning and Design including preparation of updates to the Bicycle Safety Action Plan and Pedestrian Safety Action Plan
38. Traffic and Bicycle/Pedestrian count data collection and survey data collection
39. Roadway safety audits
40. Roadway network database
41. Sidewalk network analysis
42. Neighborhood mobility audits
43. Plans review
44. Development and analysis of performance measures
45. Analysis of the impact and infrastructure planning for increased Autonomous Ride Sharing Services and Electric Vehicle usage. [ACES, CV]
46. Transportation Systems Management & Operations (TSM&O)
47. Traffic Operations Analysis studies
48. Freight Planning
49. Regional Planning including hosting regional summits
50. Preparation of Annual Reports
51. Preparation of power point and video presentations
52. Congestion Management Analysis including project Identification, monitoring and evaluation, preparation of congestion management process updates
53. Transportation Safety Planning, Data Gathering and Analysis
54. Support staff at Public Meetings
55. Project management oversight
56. GIS services
57. Reporting, analysis and planning related to automated, connected, autonomous vehicles and ride-hailing services.

58. Reporting, analysis, mapping and planning related to climate change, sea level rise, coastal resiliency, extreme weather phenomena and transportation infrastructure resiliency.
59. Analysis and reporting on socio-economic data and trends and travel behavior.
60. Origin/destination studies
61. Reporting and compliance with Federal performance measures, including project review, analysis, and monitoring.
62. Crash data
63. Assistance with Community forums
64. Passenger Rail, Commuter Rail, Lite Rail, High Speed Rail
65. Advanced Air Mobility (AAM); Electric Vertical Take-Off and Landing (eVTOL)

SUBCONTRACTING

Sub-consultants that are not pre-qualified by FDOT shall be subject to compensation restrictions as specified in Rule 14-75, F.A.C. Any such subconsultant utilized must be technically qualified by FDOT before work may commence.

The General Planning Consultant (GPC) may be required to acquire and manage subcontract services to obtain supplemental support when the required services are not provided by design consultants or the GPC. Services assigned to subconsultants must be approved in advance by the TPO in accordance with the agreement. The subconsultants must be qualified by the TPO to perform all work assigned to them. In the event services of a subconsultant are authorized, the GPC shall obtain a schedule of rates, and the TPO shall review and must approve any rates to be paid to the subconsultant.

SPECIFICATIONS FOR WORK

Plans and Specifications: All plans, studies, reports and documents shall be prepared to meet local, state and federal requirements as applicable. Work products shall be accurate, legible, complete, and furnished using media acceptable to the TPO. Electronic files shall be delivered in formats compatible with the TPO's computer systems and software.

Professional Services Contract Documents: All contract documents and support forms shall be delivered in formats compatible with computer systems and software used by the TPO and, when applicable, by Polk County.

Allocation of Work: Work will be issued to those Consultants awarded a GPC as a result of this RFP. The TPO staff will determine which GPC has the most expertise, experience and personnel required to perform the services. TPO staff will also take into consideration the GPC's past project performance.

The TPO shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this RFP will be assigned during the term of the agreement. Further, the Consultant is providing these services on a nonexclusive basis. The TPO, at its option, may elect to have any of the services set forth herein performed by other consultants or TPO staff.

WEB CONTENT ACCESSIBILITY GUIDELINES

All project deliverables, i.e. technical memoranda and media pieces, must be prepared to adhere to Web Content Accessibility Guidelines (WCAG 2.0 and ISO 32000-1:2008), to include a properly tagged, formatted and accessible PDF.

AGREEMENT

The Master Consulting Agreement (MCA) or General Planning Consultant Agreement (GPCA) will be for a term of three (3) years unless otherwise terminated in accordance with the Master Consulting Agreement. With option of extending the Agreement for two (2) one (1) year extension terms.

Terms for Federal Aid Contracts (Appendix I) The following terms will apply to all MCAs and GPCA's developed as a result of this RFP in which the services involve the expenditure of federal funds:

1. It is understood and agreed that all rights of the TPO relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to the scope of work shall also be reserved and held by authorized representatives of the United States of America.
2. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in the Master Consulting Agreement notwithstanding.
3. Compliance with Regulations: The Consultant shall comply with the regulations of the U.S.D.O.T. relative to nondiscrimination in federally assisted programs of the U.S.D.O.T. (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the GPC Contract.
4. Nondiscrimination: The Consultant, with regard to the work performed by him/her after award and prior to completion of the GPC Contract work, will not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of sub-consultants, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the program set forth in Appendix B of the Regulations (link below).
5. Solicitations for Subcontracts, including procurements of materials and equipment: In all solicitations made by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential sub consultant, supplier or lessor shall be notified by the Consultant of the Consultant's obligations under the GPC Contract and the regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.
6. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the TPO or by the U.S.D.O.T. to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the

exclusive possession of another who fails or refuses to furnish this information, the Consultant shall certify to the TPO, FDOT or the U.S.D.O.T., as appropriate, and shall set forth what efforts it has made to obtain the information.

7. Sanctions of Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of the GPC Contract, the TPO shall impose such contract sanctions as it, FDOT or the U.S.D.O.T. may determine to be appropriate, including, but not limited to,

- a) Withholding payments to the Consultant under the GPC Contract until the Consultant complies and/or
- b) Cancellation, termination or suspension of the GPC Contract, in whole or in part.

8. Incorporation or Provisions: The Consultant will include all provisions identified within this section (and within the applicable sections of the GPC Contract) in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the TPO, State of Florida Department of Transportation or the U.S. Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a sub consultant or supplier as a result of such direction, the Consultant may request the TPO and/or State to enter into such litigation to protect the interests of the TPO and/or State, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

9. Interest of Members of Congress: No member of or delegate to the Congress of the United States shall be admitted to any share or part of the GPC Contract or to any benefit arising there from.

10. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall be any interest, direct or indirect, in the Consultant's GPC Contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

11. Participation by Disadvantaged Business Enterprises (DBE): The Consultant shall agree to abide by requirements established by the U.S. Department of Transportation, as described in 49 CFR Part 26 for all TPO contracts issued for work being compensated by federal funds. Additional information regarding this requirement may be found at:
<https://www.transportation.gov/osdbu/disadvantaged-business-enterprise/official-faqs-dbe-program-49-cfr-26>.

12. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in any GPC Contract with the TPO is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, shall be incorporated by reference and made a part of the Master Consulting Agreement(s).

13. It is understood and agreed that if the Consultant at any time learns that the certification it provided the TPO in compliance with 49 CFR, Section 23.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the TPO. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

14. The TPO must be able to certify in each GPC Contract with a Consultant that neither the Consultant nor the Consultant's representative has been required by the TPO, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- a) employ or retain, or agree to employ or retain, any firm or person, or
- b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind.

The TPO further acknowledges that the Master Consulting Agreement will be furnished to a federal agency, in connection with any GPC Contract involving participation of Federal-Aid funds, and that any such contract is and shall be subject to applicable Local, State and Federal Laws, both criminal and civil.

15. The Consultant must certify in each GPC Contract with the TPO that the Consultant has not:

- a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above Consultant) to solicit or secure this contract; or
- b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
- c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above Consultant) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The Consultant further acknowledges that all GPC Contracts will be furnished to the State of Florida Department of Transportation and a federal agency in connection with those contracts involving participation of Federal-Aid funds, and is subject to applicable Local, State and Federal Laws, both criminal and civil.

16. The TPO does not discriminate on any basis, as required by 49 USC 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex or age in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended 42 USC 2000d to 2000d-4, and Title 49 CFR, Part 21. The TPO ensures, in accordance with 49 CFR Part 26, that certified FDOT Disadvantaged Business Enterprise Program (DBE) participants have an equal opportunity to receive and participate in FDOT assisted contracts.

17. The TPO shall prepare and retain all records in accordance with the local, federal and state requirements, including but not limited to 23 CFR Part 420, 49 CFR Part 18, 49 CFR 18.42, and Chapter 119, Florida Statutes.
18. The TPO and Consultant recognize that funding for multi-year projects is subject to the annual approval of the TPO's Unified Planning Work Program by the Florida Department of Transportation and Federal Highway Administration.
19. State of Florida Executive Order Number 11-03, Ethics and Open Government, shall be adhered to in respect to any contract developed as a result of this RFP.
20. Successful Consultants shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:
 - a) All persons employed by the Consultant during the term of the contract to perform employment duties within Florida; and
 - b) All persons, including Sub-consultants, assigned by the Consultant to perform work pursuant to the contract awarded as a result of this RFP.

Appendices Referenced:

Appendix I: FHWA-1273 (<https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>)

Appendix B: Code of Federal Regulations, Title 49/Subtitle A/Part 21/Appendix B to Part 21 (<https://www.ecfr.gov/current/title-49/subtitle-A/part-21/appendix-Appendix%20B%20to%20Part%2021>) as it relates to Title 49/Subtitle A/Part 21/ §21.5 - <https://www.ecfr.gov/current/title-49/subtitle-A/part-21/section-21.5>

EVALUATION CRITERIA

Proposals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired unless specifically requested. The Proposal responses shall be contained within a three ring binder (original and each copy in separate binders). For the purposes of this RFP, one page equals a single sided page. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

Tab 1 – Executive Summary

(Items a-c: Maximum of two (2) pages)

- a) Name, company name, address, telephone number, and email address.
- b) State the number of years in business, as the same company/firm.
- c) State the number of full time employees.
- d) Provide documentation showing proper incorporation by the Secretary of State.

- e) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055
- f) Provide documentation of the firm's Disadvantage Business Enterprise (DBE) status; if applicable.
- g) Provide documentation of prequalification by letter from FDOT.
- h) Exhibit A - Certifications Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters
- i) Exhibit B - Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying
- j) Proposers Incorporation Information
- k) Affidavit Certification Immigration Laws
- l) Employment Eligibility Verification (E-Verify) Certification

Tab 2 – Approach to Project (35 Points)

(Maximum of four (4) pages)

- a) Describe in detail the components of how your firm proposes to manage the work contained in the scope of services. Please identify the services your firm provides which make you qualified to perform the required services.
- b) Describe how the firm plans to maintain the project team and manage the project team members' time in order to ensure sufficient time to complete a project.

Tab 3 – Experience, Expertise, Personnel & Technical Resources (35 Points)

- Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past five (5) years as the **prime firm** which best illustrates the experience of the firm and current staff as related to the desired services. At least two (2) of the projects identified should be projects performed for a public entity (Limit response to one (1) page per project)
- For each project please provide:
 - a. Name and location of the project;
 - b. Size and cost of the project;
 - c. Project representative name, address, phone number, and email address;
 - d. Start date and completion date for project or is anticipated to be completed; compare to the original date.
 - e. The nature of the firm's responsibility on the project;
 - f. Identify the key staff and their role in each project;
 - g. Identify working relationship of consultants or joint venture on project, if applicable;
 - h. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications.
 - i. List of any time extensions created by item h above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.

- The key staff presented in the consultant's response shall be the staff utilized on this contract. Please provide the resumes of the key staff including, but not limited to, the items in the list below (One (1) page maximum per resume):
 - a) Name and current position held by the person
 - b) Name, title and project assignment
 - c) Experience:
 - 1) Types of projects.
 - 2) Size of projects (dollar value of project).
 - 3) What were their specific project involvements?
- Identify sub consultants to be used, if any. For each sub consultant identified please provide
 - A brief description of their experience outlining their qualifications to perform the intended services
 - Provide documentation of prequalification by letter from FDOT, if applicable.
 - A brief resume for each key personnel that will be assigned to perform the intended services.
 - Provide documentation of sub's DBE status, if applicable.

Tab 4 - Interactions with TPO and Regulatory Agency Staff (10 Points)

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed. Describe the firm's ability to work with TPO staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge of local regulatory agencies, including, but not limited to Federal Highway Administration (FHWA), Federal Transit Administration (FTA) and Florida Department of Transportation (FDOT), if applicable. **(Limit response to two (2) pages)**

Tab 5 - Timely Completion of Projects (10 Points)

- Describe the firms' current and future projected workload. Describe specifically the firms' daily ability to handle each aspect of the scope of services described herein. (Limit response to two (2) pages maximum)

Tab 6 - Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 3.
- Procurement will take the average of all surveys, and score as follows (See Exhibit 1):

○ Average Score between 9-10	10 Points
○ Average Score between 7-8	8 Points
○ Average Score between 5-6	6 Points
○ Average Score between 3-4	4 Points
○ Average Score between 1-2	2 Points
○ Average Score of 0	0 Points

Each tab includes specific documentation and formatting requirements. See full instructions above for details.

Tab 7 - DBE Utilization

Each Proposer, as part of its submission, shall supply the following information:

- A completed Bid Opportunity List for Professional Consultant Services, and Commodities & Contractual Services (Attachment G) found on FTP Site. For consulting companies, this list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT assisted project.
- A completed DBE Utilization Form (Attachment H) found on FTP Site. This Form covers the DBE Utilization Statement, and the DBE Participation Schedule.
- Proposer shall also provide an original **DBE Letter of Intent** from each DBE listed in the **DBE Participation Schedule**, and an original **DBE Affidavit** from each DBE stating that there has not been any change in its status since the date of its last certification.

Tab 8 Additional Forms and Documentation

- Proposers should provide the following completed forms or documentation with their Proposal:
- Public Entity Crimes Statement (Attachment A)
- Drug-Free Workplace Form (Attachment B)
- Truth in Negotiation Certification (Attachment C)
- Conflict of Interest Certification (Attachment D)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts (Attachment E)
- Certification of Disclosure of Lobbying Activities on Federal Aid Contracts (Attachment F)
- FDOT AI Policy 010-325-065 (1) (Attachment I)

Bid Opening

Proposers attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement's website as soon as possible after bid opening.

Selection Process

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The TPO shall appoint a selection committee (the "Selection Committee") that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment):

- The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County's discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2. Procurement will distribute Proposals and evaluation criteria to the Selection Committee.

- Procurement will also ensure all firms meet the requirement of certification as outlined in Florida Statute 287.055(3)(c).
- The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Scoring)

- Procurement shall score each Proposal on the following evaluation criteria:

○ Surveys of Past Performance (Tab 6)	10 points
Subtotal Points	10 points

by the process stated under each corresponding Tab description as set forth on Page 16.

- 1) Each Selection Committee member shall score each Proposal on the following evaluation criteria:

• Approach to Project (Tab 2)	35 Points
• Experience, Expertise, (Tab 3) Personnel, and Technical Resources	35 Points
• Interactions with TPO and (Tab 4) Regulatory Agency Staff	10 points
• Timely Completion of Projects (Tab 5)	10 points
Subtotal Points	90 points

by the following process:

- 1) Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:
 - EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.
The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.
 - VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.
The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.
 - GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.
The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency,

both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

- **FAIR (0.4):** Average; moderate; mediocre; adequate; sufficient; satisfactory; standard. The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.
- **POOR (0.2):** Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal. The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.
- **UNACCEPTABLE (0.0):** The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.

Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee will elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two

Proposers in Elevation Level 2, the Selection Committee shall elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the TPO Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after the TPO Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)

The Selection Committee are required to conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3.

During an interview, elevated Proposers may be requested to make a presentation focusing on their qualifications, approach to the project and the ability to furnish the required services. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the required services. In accordance with Section 287.055(4)(b), Florida Statutes, in determining whether a Proposer is qualified, each Selection Committee member shall consider such factors as:

- Ability of Personnel
- Whether a Proposer is a DBE
- Past performance
- Willingness to meet time and budget requirements
- Recent, current, and projected workloads

Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the TPO Board, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After the TPO Board approval to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, Contract Negotiations.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level TPO, with the assistance of Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer(s) in accordance with Section 287.055(5), Florida Statutes.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer have terminated. The Selection Committee shall then determine whether to recommend to the TPO Board to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract

negotiations with the next-highest-ranked Proposer, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the TPO Board that it selects such Proposer to provide the services as outlined in the Agreement. The TPO Board shall make the final decision whether to enter into an Agreement with a Proposer.

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, Polk County Transportation Planning Organization, and any employee of Polk County, other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon completion execution of a contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$100,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	\$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Professional Liability Insurance. \$2,000,000 for design errors and omissions, inclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

INDEMNIFICATION

To the maximum extent permitted by law, the Consultant shall indemnify, protect and hold the County, State of Florida, Florida Department of Transportation and the Polk Transportation Planning Organization and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, reasonable attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, to the extent arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under any Agreement with the TPO entered into pursuant to this RFP, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant or any persons or entities employed or utilized by Consultant in the performance of the Agreement. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

The Consultant declares and warrants that neither the Consultant nor any of the Consultant's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Consultant

or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Consultant shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBEs are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <https://www.polkfl.gov/business/procurement/>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or

services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

All contracts are subject to final approval of the TPO Board or firms who incur expenses or change position in anticipation of a contract prior to the TPO Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for ninety (90) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the responses received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal responses shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST

Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at

<https://www.polkfl.gov/business/procurement/protest-procedures/>.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S)

The Consultant agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful consultant will complete and submit the form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the consultant hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the consultant or subcontractor. The consultant acknowledges and agrees that (i) the County and the consultant may not enter into this Agreement, and the consultant may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other

terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The consultant shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the consultant, the consultant may not be awarded a public contract for a period of 1 year after the date of termination. The consultant shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

This request does not commit Polk County to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFP. The County reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

ATTORNEY'S FEES AND COSTS:

Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

Prohibition Against Considering Vendor Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor's social, political, or ideological interests.

PUBLIC RECORD LAWS

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the

materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County 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 Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this 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 this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) 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 COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST
BARTOW, FL 33830
TELEPHONE: (863) 534-7670**

EMAIL: RMLO@POLK-COUNTY.NET

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s)

(I) By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(II) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

(a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have 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, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

SUPPLEMENTAL CONDITIONS FEDERAL CLAUSES

The projects resulting from this RFP may be partially or fully funded with Federal funds by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA); therefore, the selection process must adhere to all applicable Federal guidelines. In accordance with the federal procurement standards at 2 C.F.R. sections 200.317 through 200.327 the following clauses are incorporated in this RFP, any resulting award with the prime Consultant, and any resulting contracts between the prime Consultant and sub-contractors and material suppliers. The following conditions are supplemental to the General Terms and Conditions. Where there is conflict, these Supplemental Conditions prevail unless the General Terms and Conditions are stricter.

1. **Contract Work Hours and Safety Standards Act.** (Contracts in excess of \$100,000)

(1) Overtime requirements. Neither the Consultant, nor any subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

2. **Clean Air Act and the Federal Water Pollution Control Act.** (Contracts in excess of \$150,000)

Clean Air Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FHWA and FTA and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Treasury.

Federal Water Pollution Control Act

(1) The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the FHWA and FTA, and the appropriate Environmental Protection Agency Regional Office.

(3) The Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Treasury.

3. **Debarment and Suspension. (Exhibit "A")**

(1) This Contract/Purchase Order is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Consultant is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Polk County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the FHWA and FTA and the County. The Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract or purchase order that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification (attached hereto as Exhibit "B"). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5. **Procurement of Recovered Materials.**

(1) In the performance of this Contract/Purchase Order, the Consultant shall to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. Additionally Consultants shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

6. **Domestic Preference**

In accordance with 2 CFR §200.322, to the greatest extent practicable and consistent with law under a Federal award, the County must provide a preference for the purchase acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

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

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such

as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7. **Affirmative Action.**

In accordance with 2 CFR §200.321, the County is committed to taking all necessary steps to assure that minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible. The Consultant shall also take such affirmative steps in the selection of its subcontractors, laborers and materialmen. Affirmative steps include:

(1) Placing qualified small and minority businesses, women's business enterprises, and veteran-owned businesses on solicitation lists;

(2) Assuring that small and minority businesses, women's business enterprises, and veteran-owned businesses are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, women's business enterprises, and veteran-owned businesses;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, women's business enterprises, and veteran-owned businesses; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

8. **Access to Records.** The following access to records requirements apply to this Contract and any Purchase Order issued hereunder:

(1) The Consultant agrees to provide Polk County and the FHWA and FTA, or any of their authorized representatives, including but not limited to the Government Accountability Office ("GOA"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC"), access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(3) The Consultant agrees to provide the FHWA and FTA or their authorized representatives access to construction or other work sites pertaining to the work being completed under the applicable Purchase Order."

9. **Seal, Logo, and Flags.** The Consultant shall not use the FHWA and FTA seal(s), logos, crests, or reproductions of flags or likenesses of FHWA and FTA agency officials without specific FHWA and FTA pre- approval.

10. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FHWA and FTA financial assistance will be used to fund the Contract only. The Consultant will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

11. **No Obligation by Federal Government.** The Federal Government is not a party to this Purchase Order and is not subject to any obligations or liabilities to the non-Federal entity, consultant, or any other party pertaining to any matter resulting from this Purchase Order.

12. **Program Fraud and False or Fraudulent Statements or Related Acts.**

The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Purchase Order.

13. **Default and Remedy.** (Applicable to all contracts more than the simplified acquisition threshold)

Process. If the Consultant materially defaults in the timely performance of any Contract obligation, or if the Consultant is otherwise in material default of the Contract, including, without limitation, the Consultant's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, then the County shall have the right to (i) with or without terminating the Contract, immediately call in any bonds or other form of security, and engage other consultants or providers at the Consultant's sole cost and expense to provide those unperformed or deficient Contract obligations of the Consultant; (ii) set-off the monetary amount of any and all damages arising therefrom, whether direct or indirect, actual or liquidated, from the amounts due Consultant pursuant to the Contract documents, (iii) immediately terminate the Contract by delivering written notice to the Consultant, and (iv) pursue any and all remedies available in law, equity, and under the Contract, including, without limitation, the recovery of any increased cost to the County to complete the Project Work due to the loss of American Rescue Plan funding caused, directly or indirectly, by the Consultant's delay. Upon any such termination pursuant to this Section, the County shall pay the Consultant the full amount due and owing for all services properly performed through the date of the Contract termination, less any amount subject to the County's right of set-off, and all liability of the County to the Consultant shall cease.

Certain Material Defaults. Among other matters, including without limitation, the Consultant's failure to timely deliver any portion, or the entirety, of the Project Work in accordance with the Contract documents, as described immediately above, any of the following shall constitute the Consultant's material default of the Contract: the appointment of a receiver to take possession of all or substantially all of the Consultant's assets, a general assignment by the Consultant for the benefit of creditors, or any action taken by or suffered by Consultant under any insolvency or bankruptcy act; or the Consultant is convicted of a public entity crime, is determined to have violated federal or state law prohibiting discrimination as stated in Section 287.134, Florida Statutes, or is prohibited from performing work for or transacting business with the County pursuant to Section 287.133 or to Section 287.134, Florida Statutes; or an assignment of the Contract made without the express written consent of the County; or the submission of a false certification to the County or engagement in prohibited business operations, both as described in the Contract Documents.

14. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment**

In accordance with 2 CFR §200.216 and Appendix II to Part 200, subsection (K), no funding or services provided pursuant to or in connection with this Contract, shall in any way be used to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☐ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

EXHIBIT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Consultant submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Consultant has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included then Procurement will only use those identified under Tab 3.

1. The Consultant shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Feasibility and Planning Study for Regional Intermodal Station), Etc.
COST OF SERVICES	Cost of services (\$200,000)
DATE COMPLETE	Date when the services were completed. (i.e. 9/31/2020)

2. The Consultant is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
3. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 6
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 25-687, Planning Services for the Polk Transportation Planning Organization (TPO)

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Consultant)

Phone Number: _____ Email: _____

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

Affidavit Certification Immigration Laws

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20__, by _____ (name) as _____ (title of officer) of _____ (entity name), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 25-687, Planning Services for the Polk Transportation Planning Organization (TPO)

The undersigned, as an authorized officer of the consultant identified below (the "**Consultant**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Consultant in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Consultant and the County on or about the date hereof, whereby the Consultant will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Consultant, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Consultant or subcontractor. The Consultant acknowledges and agrees that (i) the County and the Consultant may not enter into the Contract, and the Consultant may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination. The Consultant shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 20__.

ATTEST:

CONSULTANT:

By: _____
PRINTED NAME: _____
Its: _____

By: _____
PRINTED NAME: _____
Its: _____

February 6, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-687, Planning Services for the Polk Transportation Planning Organization (TPO)

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions/answers and bid receiving extension.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, February 18, 2026, prior to 2:00 p.m. The deadline for submitting questions has passed, and no additional questions will be accepted.

Addendum 2 forthcoming.

Tabatha Shirah

Tabatha Shirah

Sr. Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

RFP 25-687, Planning Services for the Polk Transportation Planning Organization (TPO)

Addendum #1

Q 1: Who has been identified as the Review Committee for the proposal and if different for interviews/presentation?

A 1: Selection Committee for this RFP:

1. Ryan Kordek, Polk TPO
2. Angela Kaufman, Polk TPO
3. Tracy Mullins, Polk TPO
4. Lorenzo Thomas, Polk TPO
5. Darrel Johnson, Supplier Diversity

Q 2: Have dates for shortlisting, interview/presentation and selection been set?

A 2: Dates have been finalized and posted on the RFP webpage; however they are subject to change. Link: <https://www.polkfl.gov/bid-form/rfp-25-687/>

Q3: Attachment I - FDOT AI Policy - are we to acknowledge / sign this form, or merely include it under Tab 8?

A3: Yes, we would request that Attachment I: FDOT AI Policy 010-325-065 be signed by an authorized officer or representative of the company.

Q4: Is there specific criteria for the size of the organizational chart, can it be 11x17?

A4: No specific size requirements apply to organizational charts included in hard copy submittals.

Q5: Attachment A - Public Entities Crime Affidavit and Exhibit B (actually F2) - Appendix A, 44 C.F.R. Part 18 – Certification Regarding Lobbying are both requested in both Tabs 1 and 8. Can you please confirm if they are indeed to be placed in both sections, and if not, which section should they be included?

A5: Tab 8.

Q6: Attachments E2, E3 and E5 - FDOT Forms - are we to include these, and if so, can you please provide further instructions on how to complete them?

A6: List of forms to provide with submittal is provided in Tab 8. Instructions from FDOT are provided on forms.

Q7: Attachment I - FDOT AI Policy - are we to acknowledge / sign this form, or merely include it under Tab 8?

A7: Yes.

Q8: Can we include hyperlinks within our proposal?

A8: No.

RFP 25-687, Planning Services for the Polk Transportation Planning Organization (TPO)
Addendum #1

Q9: Would you be able to provide a bit more detail about which kinds of projects are included under the following Major Types of Work? We want to make sure we're including the appropriate project examples.

- a. Safety and Security Planning
- b. System connectivity
- c. Land Planning/Engineering
- d. Transportation Statistics, including traffic statistics and traffic data collection
- e. Transportation System Monitoring/Data Collection
- f. Transportation Improvement Program

Q9: Please see RFP Package, Scope of Work – page 8-10.

Q10: If we use one project for two separate categories of Major Types of Work, we assume that we have the client fill out a separate survey for both Major Types of Work under which we list the project. Is that correct?

A10: As stated in RFP Package, Exhibit 1, page 37: "The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, **one person may evaluate several different jobs.**"

Q11: Is it okay to have 11x17 pages?

A11: Yes.

Q12: Is it okay to have transition pages, cover pages, and a table of contents?

A12: Yes.

Q13: Is there a limit on number of resumes?

Q13: No.

Q14: Do you have a preferred way for us to demonstrate our qualifications in Tab 4 – *Interactions with TPO and Regulatory Agency Staff*? Specifically, how would you like us to provide documentation supporting the specialized qualifications of the proposed staff as outlined in RFP 25-687, page 16, Tab 4?

A14: Provide a narrative describing the firm's experience and ability to work with the listed agencies. Supporting documentation may include applicable agency certifications. Firms should demonstrate their qualifications to the best of their ability.

Q15: For Tab 5 – Timely Completion of Projects: Regarding workload would you prefer that we list the specific current and projected projects along with their anticipated completion dates, or is providing our current and projected staff availability percentages sufficient?

Q15: Sufficient, no required format.

RFP 25-687, Planning Services for the Polk Transportation Planning Organization (TPO)

Addendum #1

Q16: Included in the package of attachments from the FTP website are three forms not mentioned in the RFP; Attachment E2 - Competitive Purchase Attorney Cert, Attachment E3 - Competitive Purchase Documentation Form, and Attachment E5 - Competitive Purchase Price Analysis. These forms do not appear to be forms intended for firms submitting on this RFP to fill out. Can you confirm if these forms are supposed to be filled out by the prime firm?

A16: The forms mentioned above will be requested from the awarded firm(s).

Q17: In Tab 1 – Executive Summary, along with answering bullets (a–c), are we allowed to include a cover letter within the 2-page limit?

A17: Yes.

Q18: Due to underwriting restrictions, Consultant would need to request the following modifications to the insurance requirements outlined in the RFP General Conditions to be compliant. Consultant needs to clarify that the County would need named as an additional insured on its Commercial General and Auto policies not a “named insured”. Additionally, Consultant, as a design professional, cannot provide broad form contractual liability insurance, cannot apply contractual liability to indemnification, or provide “specifically covering” language. Indemnification provisions cover professional negligence and gross negligence, IP infringement, etc. which are not covered under commercial general liability policies. Consultant can provide contractual liability that is consistent with the contractual liability coverage afforded under the standard ISO GL form. Would the County be amenable?

A18: The County will discuss any potential agreement language changes with the awarded firm(s) during negotiations

Q19: As currently written, the City’s indemnification provision contained in the RFP General Conditions appears to overreach what is enforceable under Fla. Stat. § 725.08. Would the City be amendable to modifying this provision as follows upon any contract award to ensure it is consistent with Fla. Stat. § 725.08?

A19: The County will discuss any potential agreement language changes with the awarded firm(s) during negotiations.

February 11, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 25-687, Planning Services for the Polk Transportation Planning Organization (TPO)

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions/answers and requested documents added to the FTP Site.

To obtain a copy of **"RFP 25-687, Addendum 2 Attachments,"** please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is procurevender and the password is solicitation. After you have logged in to the FTP site, double click on the file folder **"RFP 25-687, RFP Attachments"**, select "Open" or "Save As" to download the proposal documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

Tabatha Shirah

Sr. Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Addendum #2

- Q1:** Since FDOT removed DBE requirements and changed the certification process, there is confusion with our previous DBE partners as to who qualifies or what certification organization can be used. Can you clarify what DBE certifications can be used to meet this goal, and how to verify those certifications, since FDOT no longer tracks DBE status and the UCP DBE database no longer seems to function?
- A1:** Communications from FDOT state they are not currently accepting personal narratives/recertifications for the DBE program. They are awaiting final guidance from U.S. DOT regarding the updated requirements for the DBE/ACDBE program. Once those are received, FDOT will send out communication regarding the application process. At this time, please provide the information/documentation you have. We may request additional information after proposals have been submitted.
- Q2:** The RFP states that there is a DBE goal for this contract. However, per the USDOT Interim Final Rule (IFR) and guidance issued October 3, 2025, DOT grant recipients may not set DBE contract goals until the applicable state's UCP recertification is complete. Will an amendment to this RFQ be issued to address the DOT's IRF and guidance on this topic?
- A2:** As FDOT processes through this transition period, we will await communication regarding the application process.
- Q3:** Given that this is an on-call contract with undefined task order scopes, is it permissible for us to submit the DBE Utilization Statement without identifying specific DBE partners at this time? We will, of course, remain fully committed to meeting DBE participation requirements and exercising all good faith efforts to contract with qualified DBE firms as work orders are issued.
- A3:** As stated in RFP Package, Tab 7, page 17: "this list must include **all subcontractors contacting you and expressing an interest in teaming with you** on a specific DOT assisted project." New subcontractors during the term of agreement with awarded vendor would require approval from Polk TPO.
- Q4:** Since FDOT removed DBE requirements and changed the certification process, there is confusion with our previous DBE partners as to who qualifies or what certification organization can be used. Can you clarify what DBE certifications can be used to meet this goal, and how to verify those certifications, since FDOT no longer tracks DBE status and the UCP DBE database no longer seems to function?
- A4:** See response to Question 1.
- Q5:** For the request of an original DBE Affidavit, is there a form you want the DBE firm to fill out for this, or can they just write and sign a statement on a page with their firm's

RFP 25-687, Planning Services for the Polk Transportation Planning Organization

Addendum #2

letterhead? If so, can the request for an original DBE Letter of Intent and an original DBE Affidavit be combined into one letter that includes a statement confirming no change in DBE status?

A5: A letter on the firm's letterhead can contain the DBE Letter of Intent with a notarized authorized signature. Please review the Interim Final Rule as of October 2025 for any changes in DBE requirements. Note: FDOT is not performing DBE recertifications at this time.

Q6: Can you provide a sample contract?

A6: See "RFP 25-687, Addendum 2 Attachments," folder on the FTP Site. Instructions to access above. Previous RFP Agreement provided for sample, reminder this document is for informational purposes only and will not be part of the resulting agreements.

Q7: Due to underwriting restrictions, Consultant would need to request the following modifications to the insurance requirements outlined in the RFP General Conditions to be compliant. Consultant needs to clarify that the County would need named as an additional insured on its Commercial General and Auto policies not a "named insured". Additionally, Consultant, as a design professional, cannot provide broad form contractual liability insurance, cannot apply contractual liability to indemnification, or provide "specifically covering" language. Indemnification provisions cover professional negligence and gross negligence, IP infringement, etc. which are not covered under commercial general liability policies. Consultant can provide contractual liability that is consistent with the contractual liability coverage afforded under the standard ISO GL form. Would the County be amenable?

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be named as an additional ~~named~~-insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$100,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

RFP 25-687, Planning Services for the Polk Transportation Planning Organization

Addendum #2

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	\$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

~~Broad Form Commercial General Liability Endorsement to include blanket contractual liability consistent with ISO CG0001 or its equivalent (specifically covering, but not limited to, the contractual obligations assumed by the Firm);~~ Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Policy must include Separation of Insureds Clause.

~~Comprehensive Commercial Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.~~

Professional Liability Insurance. \$2,000,000 for design errors and omissions, inclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

A7: The County would be amendable to the redlined items.

Q8: As currently written, the County's indemnification provision contained in the RFP General Conditions appears to overreach what is enforceable under Fla. Stat. § 725.08. Would the County be amendable to modifying this provision as follows upon any contract award to ensure it is consistent with Fla. Stat. § 725.08?

To the maximum extent permitted by law, the Consultant shall indemnify, ~~protect and~~ hold the County, State of Florida, Florida Department of Transportation and the Polk Transportation Planning Organization and its officers, and employees and agents, harmless from and against any and all, ~~claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever costs (including, without limitation, reasonable attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom)~~ including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, to the extent caused by ~~arising out of or resulting from~~ (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) ~~the breach by Consultant of its obligations under any Agreement with the TPO entered into pursuant to this RFP,~~ (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or ~~(iv)~~ (iii) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant or any persons or entities employed or utilized by Consultant in the performance of the Agreement. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

RFP 25-687, Planning Services for the Polk Transportation Planning Organization

Addendum #2

- A8:** The County may consider revisions to this provision during the contract negotiation phase; however, the RFP will remain unchanged at this time.
- Q9:** Could you please provide the winning packages for the previous iteration of the Polk County TPO GPC?
- A8:** See “RFP 25-687, Addendum 2 Attachments,” folder on the FTP Site. Instructions to access above. These documents are for informational purposes only and will not be part of the resulting agreements.

Public Entities Crimes Affidavit

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with a proposal to the Human Services Department.
2. This sworn statement submitted by _____.
(Name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number is _____.
3. My name is _____ and my relationship to the
entity named _____
(Print name of individual signing)

above is _____.
4. I understand that a "public entity crime" as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any entity or with an agency or political subdivision of any other state or with 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.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1989, because of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes 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 public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be 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.
7. I understand that a "person" as defined in paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an entity.

Public Entities Crimes Affidavit (continued),

8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement below applies).

- ☐ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime after July 1, 1989.
- ☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989, AND (Indicate which additional statement below applies).
- ☐ There has been proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).
- ☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).
- ☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe an action taken by or pending with the Department of General Services).

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____ (name) as _____ (title of officer) of _____ (entity name), on behalf of the company, who ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

287.087 Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

[] YES

[] NO

NAME OF BUSINESS: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Name of Consultant

By: _____

Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION**Information entered on this page will carry over to subsequent pages.**

When completed: Print this document to PDF by choosing File, Save as, and selection PDF as the file type (excluding page 1 from printing) or Print only the pages from the sections you need for signature using the printer icon buttons.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

VERSIONS

TECHNICAL REVIEW COMMITTEE / DOT TECHNICAL ADVISORS	
SELECTION COMMITTEE	
PUBLIC OFFICERS / EMPLOYEES	
TECHNICAL REVIEW / AWARDS COMMITTEE FOR LOW BID PROJECTS	
CONSULTANT / CONTRACTOR SERVING IN THE ROLE OF PROJECT MANAGER	
CONSULTANT / CONTRACTOR / TECHNICAL ADVISORS	

Additional Page

Financial Project Number(s)

[illegible]

Date _____

Date _____

[illegible]

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION SELECTION COMMITTEE

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, employees of the Department may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

Employees are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Employees should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, and Section 838.22, Florida Statutes, and could result in disciplinary action by the Department.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Selection Committee Members:

Date: _____

Printed Names

Signatures

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION PUBLIC OFFICERS/EMPLOYEES

I certify that I have no present conflict of interest on the projects identified below, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 and 334.193, Florida Statutes, public officers or employees of an agency may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that State of Florida public officers or employees of an agency are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the public officer or agency employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

State of Florida public officers or employees of an agency are expected to safeguard their ability to make objective, fair, and impartial decisions, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Public officers or employees of an agency should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

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I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned statutes would be punishable in accordance with Section 112.317, Section 334.193, or Section 838.22, Florida Statutes, and could result in disciplinary action.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.
(continued on next page)

Printed Names	Signatures	Date

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**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
TECHNICAL REVIEW/AWARDS COMMITTEE
LOW BID PROJECTS**

LOW-BIT-RATE PROJECTS

Contract Number(s): _____

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification

Printed Names

Signatures

Date _____

[illegible]

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
FOR CONSULTANT/CONTRACTOR
SERVING IN THE ROLE OF PROJECT MANAGER FOR FDOT**

375-030-50
PROCUREMENT
OGC-1/20

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes.

Advertisement No./ Solicitation No	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

[illegible][illegible]

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

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I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes..

[illegible]

Printed Names	Signatures	Date

Additional Page

[illegible]

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

[illegible]

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attorney Certification to Florida Department of Transportation

(Project Name) _____ (FM#) _____

(Project Description) _____

The undersigned serves as the General Counsel to the _____ (agency name) (the "Agency"). In reference to _____ (project name, contract number) between the Florida Department of Transportation (the "Department") and the Agency, this is to certify that, based upon my personal knowledge and information provided by the Agency and without independent examination, investigation or audit, that the selection by the Agency of _____ was done in compliance with the applicable provisions of Sections 287.057, Florida Statutes, known as the Procurement of Commodities or Contractual Services and the Agency's established procurement policies. This Information has been provided solely for the Department and for no other person and no other than the Department may rely on such certification.

(Agency Name)

By: _____
Attorney

Date: _____

Competitive Purchase (≥\$35,000) Documentation Form

Section 1: Sub-recipient Information

Agency: _____	Contact: _____
Phone: _____	Email: _____
Address: _____	City: _____
ZIP Code: _____	County: _____

Section 2: Method of Procurement

☐ Request for Proposal	☐ Sealed Bid	☐ Competitive Proposal
☐ Invitation to Bid	☐ Qualification Based Proposal	☐ Sole Source

Section 3: Results of Competitive Purchase Bid Process

I, _____ certify that price or rate quotations were received from (# of) _____ sources for the purchase as summarized below. If a sole source justification is being sought, see additional documentation required below in lieu of obtaining at least three price or rate quotations.

Following completion of the procurement process, _____ (agency name) intends to award this procurement to _____ (supplier).

SUMMARY MATRIX OF COMPETITIVE BID RESULTS

Item	Price/Cost Analysis Findings	Competitive Bid #1	Competitive Bid #2	Competitive Bid #3

No Cost/Bid Splitting:

I, _____, certify that _____ (agency name) did not reduce the size of procurement merely to come within the competitive purchase limit as required by FTA Circular 4220.1F Chapter VI, 3.b(2)(b) and Rule 60A-1.002(5), F.A.C..

Required Documentation:

The following documentation must be provided for a competitive purchase:

- > Federal clause checklist to document that the purchase order or contract reference the appropriate Federal clauses) ☐ Yes ☐ No ☐ Not Applicable
- > Price analysis (Federal Funding Only) ☐ Yes ☐ No ☐ Not Applicable

- > Cost analysis (Federal Funding Only) ☐ Yes ☐ No ☐ Not Applicable (required in lieu of a price analysis if a single bid was received or procurement is being sought after a single source purchase)
- > Sole source justification form (if applicable) ☐ Yes ☐ No ☐ Not Applicable

Section 3: FDOT Internal Use Only

Form completed and signed?

☐

Yes

☐

No

Price within competitive purchase limits?

☐

Yes

☐

No

Required documentation attached?

☐

Yes

☐

No

If no, indicate what document is missing:

Additional information needed for competitive purchase approval?

☐

Yes

☐

No

Approved Sub-recipient Internal Procurement Policy Document on file?

☐

Yes

☐

No

Additional comments:

Approved by: _____ Date: _____

Competitive Purchase ($\geq$ \$35,000) Price Analysis

Section 1: Sub-Recipient Information

Name of Agency	Item Description/Project Name	Delivery/Completion Date
Name/Signature of Preparer	Total Estimated Price/Cost	Date of Estimate

Section 2: Price Analysis Details

Method. The above estimate has been developed as follows (check all that apply):

- ☐ Published catalog or Internet price list (attach pertinent catalog or price list pages).
- ☐ Recent prices for the same or similar item/service (identify contracts, purchase orders, sources, and additional helpful information (e.g. dates of award), and attach any pertinent documents):

- _____
- ☐ In-house engineering or technical estimate (provide as cost analysis below).
- ☐ Independent Third-Party estimate developed by _____ (attach estimate).
- ☐ Other _____

If appropriate, the estimates/prices herein have been made current by adjusting for inflation using the following Producer or Consumer Price Index: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS**
(Compliance with 49CFR, Section 20.100 (b))

375-030-33
PROCUREMENT
01/24

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Is this form applicable to your firm?

YES ☐ NO ☐If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL
SERVICES**

375-040-62
PROCUREMENT
01/16

Prime Contractor: _____

Address/Phone Number: _____

Procurement Number: _____

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

6. ☐ DBE
☐ Non-DBE

7. Annual Gross Receipts

- ☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

5. Year Firm Established: _____

1. Federal Tax ID Number: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

6. ☐ DBE
☐ Non-DBE

7. Annual Gross Receipts

- ☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

5. Year Firm Established: _____

1. Federal Tax ID Number: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

6. ☐ DBE
☐ Non-DBE

7. Annual Gross Receipts

- ☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

5. Year Firm Established: _____

1. Federal Tax ID Number: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

6. ☐ DBE
☐ Non-DBE

7. Annual Gross Receipts

- ☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

5. Year Firm Established: _____

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

**BID SHEET (Invitation to Bid – ITB)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)**

Attachment "H"
DBE UTILIZATION FORM

DBE UTILIZATION STATEMENT

The undersigned Proposer has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

 The Bidder/Offer is committed to a minimum of % DBE utilization on this contract.

OR

 The Proposer (if unable to meet the DBE goal of 11.31 %) is committed to a minimum of .01% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Proposer shall provide the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the above DBE Utilization Statement. The Proposer shall also furnish the name and telephone number of the appropriate contact person should the TPO have any questions in relation to the information furnished herein. (Copy if necessary)

DBE IDENTIFICATION AND INFORMATION

Name and Address:

Contact Name and Telephone Number:

Participation Percentage (Of Total Contract Value):

Description of Work To Be Performed:

Ethnicity and Gender of Firm:

DBE IDENTIFICATION AND INFORMATION

Name and Address:

Contact Name and Telephone Number:

Participation Percentage (Of Total Contract Value):

Description of Work To Be Performed:

Ethnicity and Gender of Firm:

Vendor Name:_____.

Vendor Signature:_____.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

POLICY

Effective: May 21, 2024
Office: Transportation Technology
Topic No. 010-325-065-a

ARTIFICIAL INTELLIGENCE (AI) POLICY

To support the mission and vision of the Florida Department of Transportation (Department), it is the policy of the Department to responsibly, transparently, and ethically use artificial intelligence (AI) with human accountability.

This policy applies to all Department-related activities, employees, vendors, consultants, and contractors that use, acquire, collect, or develop AI solutions. This policy applies to Machine Learning, Generative Language Models, and covers all embedded and standalone AI technologies/tools.

The use of AI for Department-related purposes must occur within the following boundaries:

- AI must supplement or complement the work that is primarily accomplished by a human.
- AI usage must engage humans throughout the process, with human involvement in reviews and decisions. Humans are fully responsible for the work and products involving AI.
- AI systems and decision-making processes must be ethical and comply with all applicable laws, rules, regulations, and policies.
- AI systems and decision-making processes must be transparent and disclose if the products are generated partially or fully by an AI tool.
- AI systems must protect people's privacy and comply with all applicable data protection regulations.
- AI systems must protect information that is exempt from public disclosure pursuant to Florida's public records laws, and must comply with all applicable data protection laws, rules, regulations, and policies.
- AI data and the output from all AI-related models must be validated by humans to ensure AI data and its output are free of personally identifiable information and to prevent copyright infringement and other legal challenges.
- To ensure the quality and the security of the Department's data and IT systems, employees, vendors, consultants, and contractors are prohibited from attempting to gain access to AI applications not approved by the Department when using Department's systems, networks, computers, phones, or other communication devices, when conducting business under contract for the Department, or when using the Department's data.



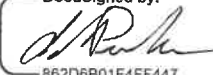
Florida Department of Transportation

**RON DESANTIS
GOVERNOR**

605 Suwannee Street
Tallahassee, FL 32399-0450

**JARED W. PERDUE, P.E.
SECRETARY**

This AI Policy will be integrated into the Department's internal manuals, guidelines and related documents governing the Department's projects, including planning, designing, construction and operation of transportation facilities, as appropriate.

DocuSigned by:

862D6B01E4FE447

Jared W. Perdue, P.E., Secretary



POLK TPO

Professional Planning Services

RFP No. 25-687

February 18, 2026

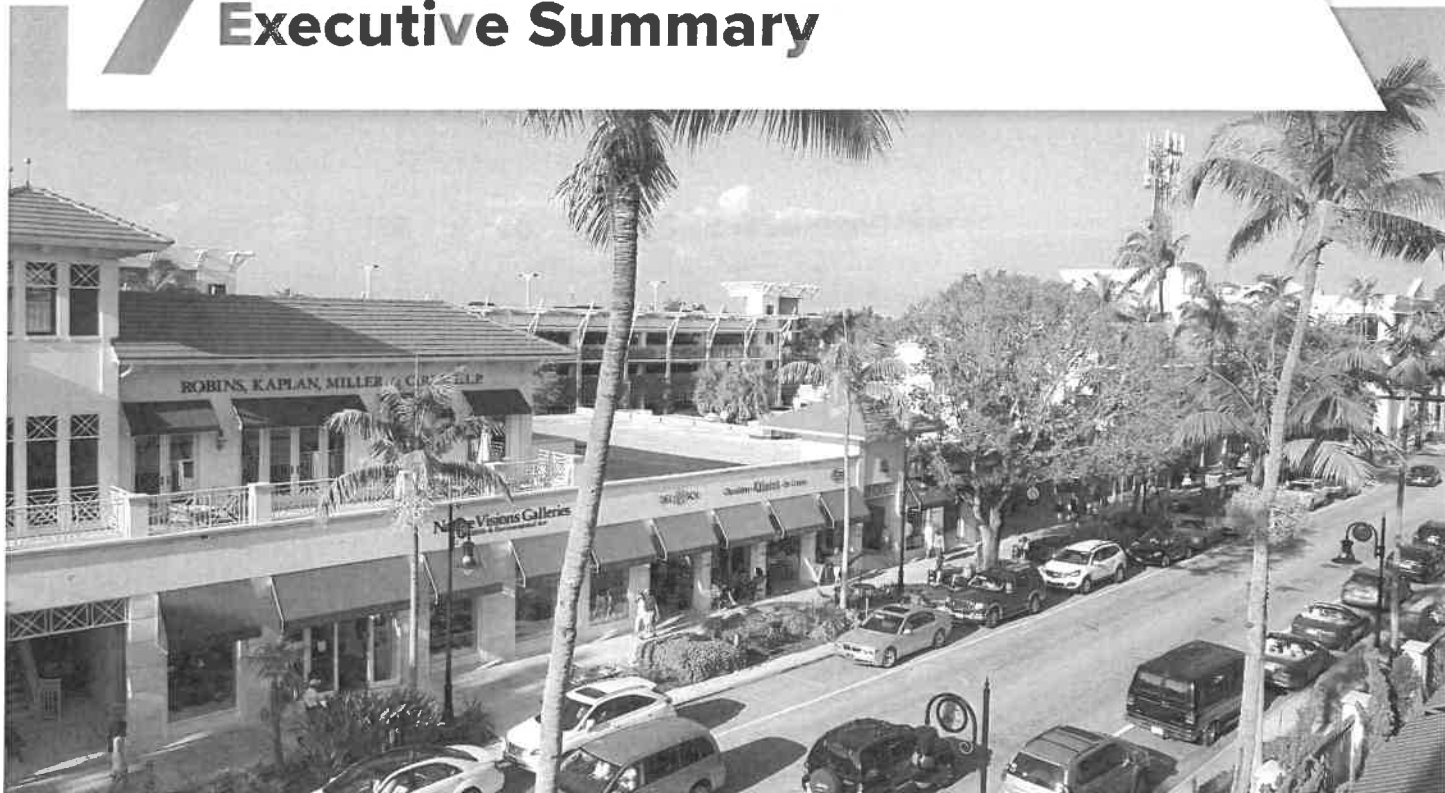


Polk Transportation
Planning Organization

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TAB 1 Executive Summary



Polk TPO
Executive Summary
Professional Planning Services

February 18, 2026

PREPARED FOR

Tabatha Shirah

Polk Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830

SUBMITTED BY



Rob Cursey, AICP

Project Manager
1000 North Ashley Drive, Suite 700
Tampa, FL 33602
P: 813-224-8862
E: rcursey@benesch.com

FDOT PREQUALIFICATION

Benesch possesses current prequalifications by FDOT in relevant Area Classes:
6.1-2 Traffic Engineering Studies and Traffic Signal Timing
6.3.1-3 Intelligent Transportation Systems Analysis & Design, Implementation and Engineering Systems Communications
13.3 Policy Planning
13.4 Systems Planning
13.5 Subarea/Corridor Planning
13.6 Land Planning/Engineering
13.7 Transportation Statistics

Required Information: A - C

A Name, company name, address, telephone number, and email address:
Rob Cursey, AICP
Alfred Benesch & Company
1000 North Ashley Drive, Suite 700
Tampa, FL 33602
813-224-8862
rcursey@benesch.com

B State the number of years in business, as the same company/firm:
As of February 2, Benesch has been in business for 80 years.

C State the number of full time employees:
Benesch has 1,118 full time employees nation-wide.

Dear Tabatha Shirah and Selection Committee,

At Benesch, creativity grounded in real-world solutions is at the heart of our approach to on-call contracts. We don't just support our Transportation Planning Organization (TPO) clients with compliance—we are dedicated to customizing every plan to address the unique needs of each community we serve. For this contract, the Benesch Team brings three key differentiators:

WE UNDERSTAND THE COMPLEXITIES AND CHALLENGES FACED BY POLK

Benesch's commitment to Polk is demonstrated by successful project outcomes, well-received public presentations and the implementation of studies that meet all legal requirements since the early 2000's. We have a local presence and collaborative approach to ensure accessibility, ongoing communication and a true understanding of the county's evolving needs, such as the recent substantial growth. Polk TPO can trust Benesch to deliver results that support its vision for sustainable growth and improved quality of life.

For the Polk TPO, Benesch has served as General Planning Consultant since 2007, delivering long-range transportation planning, transit studies, traffic data collection, congestion management studies and integration of emerging technologies.

KNOWLEDGE OF AND COMPLIANCE WITH ALL FEDERAL AND STATE REGULATIONS

Benesch's extensive knowledge and experience in ensuring compliance with federal and state regulations—particularly for TPOs in Florida—positions us as a trusted partner for successful transportation planning and project implementation. Benesch's expertise spans the full spectrum of regulatory requirements and compliance activities critical to advancing transportation initiatives, including Title VI, ADA, Environmental Justice and FTA Triennial Review preparation.

EXTENSIVE EXPERIENCE ACROSS ALL ASPECTS OF TRANSPORTATION PLANNING

Benesch's team brings a holistic approach to local transportation planning, ensuring that transit, pedestrian, bicycle and roadway needs are addressed in a coordinated manner. Our ongoing working relationship with Polk TPO has resulted in seamless data sharing, joint stakeholder engagement and the development of strategies that enhance connectivity and mobility for all users. This partnership has enabled Benesch to deliver actionable recommendations that support both short-term improvements and long-term transportation visioning.

In summary, Benesch is proud of the work we have done in collaboration with TPOs to date and looks forward to the opportunity to continue supporting the Polk TPO, as the County continues to expand. We appreciate the opportunity to submit our qualifications and approach to providing on-call support.

Sincerely,

A handwritten signature in dark ink, reading "Elisabeth Schuck".

Elisabeth Schuck, AICP, LEED GA
Vice President - Florida Division Manager

A handwritten signature in dark ink, reading "Rob E. Cursey".

Rob Cursey, AICP
Group Manager



**VALUE FOCUSED.
COMMUNITY MINDED.
QUALITY DRIVEN.**



1,200 Total Staff
50 Locations
20 States

Benesch is a full-service consulting firm with 80 years of experience delivering a broad range of civil engineering services. Our Florida clients trust us for expertise, innovation and value, and we are dedicated to meeting project commitments and client deadlines with responsive, client-focused service.

Benesch is proud of our reputation for providing high-quality and creative consulting services while rigorously adhering to schedule and budget. Benesch offers 200+ employees in our Southeast Region. We serve as a full-service engineering and planning firm, offering services aligned with the six major types of work outlined in the scope of services.

The Benesch Team has completed 45+ regional transportation plans/long range transportation plans over the past 35 years. We have worked with 25+ transportation agencies throughout the Southeast and currently have active contracts with 18 of these. Our planning team has also supported clients in over a dozen states, the District of Columbia and Puerto Rico.

THE BENESCH ADVANTAGE for Transportation Services:

- › Transportation planners with a proven history of successfully completing LRTPs and related plans for transportation agencies in the Southeast
- › Transit planners who understand multimodal accessibility, transit operations and cost estimation
- › Emphasis on public and stakeholder engagement
- › Engineers and designers with safety and cost-estimating experience for a variety of transportation projects

The Benesch Management Team is comprised of professionals with significant relevant experience in metropolitan planning and related expertise. Collectively, as the project management team, these individuals are responsible for ensuring that the right staff are available to Polk TPO and that quality work products are delivered on time, on budget and exceed expectations.

Experienced Partnership: Benesch has served as the General Planning Consultant (GPC) for the Polk TPO since 2007, providing comprehensive support across a wide range of planning and technical services. Acting as an extension of TPO staff, Benesch delivers expertise in transit development planning, long-range transportation planning, congestion management, data collection and analysis, and the integration of emerging technologies such as automated, connected, electric and shared vehicles (ACES). Notable accomplishments include the development of the Polk TPO 2045 Long Range Transportation Plan (LRTP) ACES Investment Strategy, which assessed current and forecasted growth of ACES technology and identified key corridors and technology areas for future investment. The team has also completed transit studies in East Polk, including Transit Maintenance Facility Siting Analysis, Bus Stop Accessibility Analysis and Premium Transit Corridor Analysis, all aimed at enhancing transit service delivery and accessibility.



File Number

3851-539-0



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

ATTACHED HERETO IS A TRUE AND CORRECT COPY, CONSISTING OF 24 PAGE(S), AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR ALFRED BENESCH & COMPANY.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 14TH
day of AUGUST A.D. 2014

Jesse White

SECRETARY OF STATE

Authentication #: 1422602111
Authenticate at: <http://www.cyberdriveillinois.com>

State of Florida

Department of State

I certify from the records of this office that ALFRED BENESCH & COMPANY is an Illinois corporation authorized to transact business in the State of Florida, qualified on February 19, 2013.

The document number of this corporation is F13000000785.

I further certify that said corporation has paid all fees due this office through December 31, 2025, that its most recent annual report/uniform business report was filed on January 17, 2025, 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 Seventeenth day of January,
2025*



Secretary of State

Tracking Number: 2749276886CC

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 Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

October 29, 2025

Elisabeth Schuck, Vice President | Florida Division Manager
ALFRED BENESCH & COMPANY
1000 N Ashley Drive
Suite 400
Tampa, FL 33602
eschuck@benesch.com

Dear Ms. Schuck:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

2.0 - Project Development & Environmental (PD&E) Studies

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.1 - Major Bridge Design - Concrete
- 4.2.2 - Major Bridge Design - Steel

- 5.1 - Conventional Bridge Inspection
- 5.2 - Movable Bridge Inspection
- 5.3 - Complex Bridge Inspection
- 5.4 - Bridge Load Rating

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design
- 6.3.2 - Intelligent Transportation Systems Implementation
- 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization



Required Documentation - G

10.1 - Roadway Construction Engineering Inspection

11.0 - Engineering Contract Administration and Management

13.3 - Policy Planning

13.4 - Systems Planning

13.5 - Subarea/Corridor Planning

13.6 - Land Planning/Engineering

13.7 - Transportation Statistics

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until November 24, 2026, for contracting purposes.

Approved Rates

Home Overhead	Facilities Capital Cost of Money (FCCM)	Premium Overtime	Home Direct Expense	Published Fee Schedule
160.53%	0.928%	Reimbursed	6.22%	No

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at FDOT.PSPrequalification@dot.state.fl.us.

Sincerely,

Philip Pitts
Professional Services Qualification Administrator
PP/NE



Attachment "E"

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS
(Compliance with 2 CFR Parts 180 and 1200)**

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Alfred Benesch & Company

By: *Elizabeth Schuler*

Date: 2/10/2026

Title: Florida Division Manager / Vice President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Alfred Benesch & Company

DBA/Fictitious Name (if applicable): _____

TIN #: 36-2407363

Address: 1000 North Ashley Dr, Suite 700

City: Tampa

State: FL

Zip Code: 33602

County: Hillsborough County

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Robert Cursey, AICP

Phone Number: 813-224-8862

Cell Phone Number: 813-777-8243

Email Address: rcursey@benesch.com

Type of Organization (select one type)

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Non-Profit
- ☐ Sub Chapter
- ☐ Joint Venture
- ☒ Corporation
- ☐ LLC
- ☐ LLP
- ☐ Publicly Traded
- ☐ Employee Owned

State of Incorporation: Illinois

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

Required Documentation - J

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
--	--	---

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Alfred Benesch & Company 2 Business name/disregarded entity name, if different from above. Benesch 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐ 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i> 5 Address (number, street, and apt. or suite no.). See instructions. 35 West Wacker Drive, Suite 3300 6 City, state, and ZIP code Chicago, IL 60601 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. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	6	-	2	4	0	7	3	6	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 <i>Justin S Horn</i>	Date 01/05/2026
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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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**Affidavit Certification Immigration Laws**

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 A(E) {SECTION 274A(E) OF THE IMMIGRATION AND NATIONALITY ACT ("INA")}.

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONSULTANT OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(E) OF THE INA. **SUCH VIOLATION OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTEST THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Alfred Benesch & Company

Signature: Elisabeth Schuck Elisabeth Schuck, AICP, LEED GA

Title: Florida Division Manager - Vice President

Date: February 3, 2026

State of: Florida

County of: Hillsborough

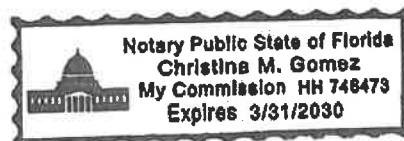
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of February, 2026, by Elisabeth Schuck (name) as Vice President (title of officer) of Alfred Benesch & Company (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Christina M. Gomez

Printed Name of Notary Public: Christina M. Gomez

Notary Commission Number and Expiration: HH746473 3/31/2030

(AFFIX NOTARY SEAL)



**Required Documentation - L****EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION**

(Florida Statutes, Section 448.095)

PROJECT NAME: RFP 25-687, Planning Services for the Polk Transportation Planning Organization (TPO)

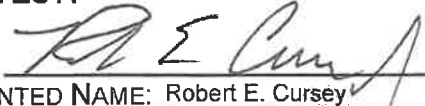
The undersigned, as an authorized officer of the consultant identified below (the "**Consultant**"), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the "**County**"), by and on behalf of the Consultant in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Consultant and the County on or about the date hereof, whereby the Consultant will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the "**Contract**"), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

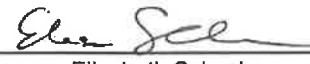
2. Pursuant to Section 448.095(5), Florida Statutes, the Consultant, and any subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Consultant or subcontractor. The Consultant acknowledges and agrees that (i) the County and the Consultant may not enter into the Contract, and the Consultant may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination. The Consultant shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 3rd day of February, 2026.

ATTEST:By: 

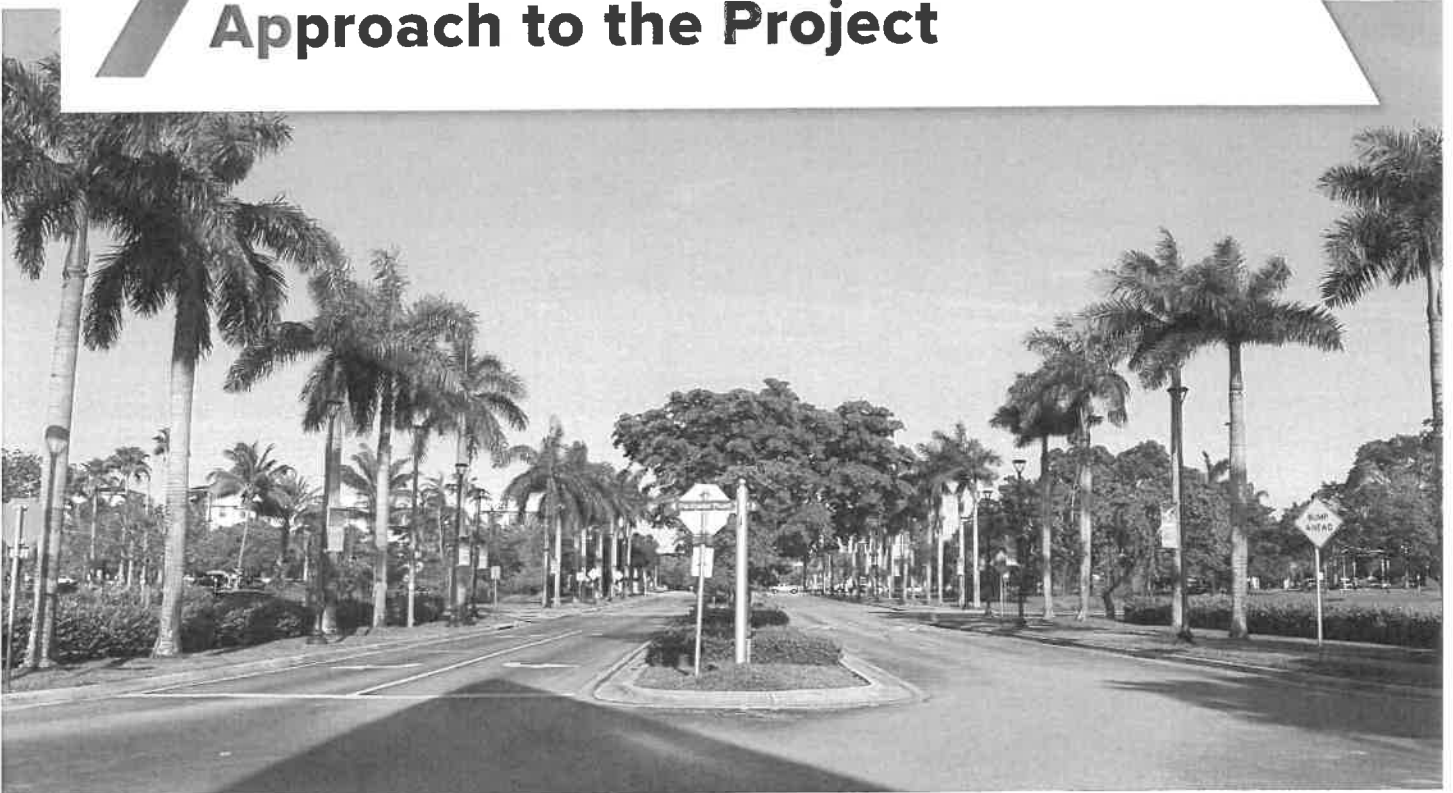
PRINTED NAME: Robert E. Cursey

Its: Vice President, Transit & Transportation Group Manager**CONSULTANT:**By: 

PRINTED NAME: Elisabeth Schuck

Its: Vice President, FL Division Manager

TAB 2
Approach to the Project



What We Do: Benesch delivers planning, environmental and engineering services for TPO/MPOs across the state of Florida, supporting hundreds of improvement projects in transportation planning and well beyond. We are proud that clients consistently trust us to address new challenges and opportunities. We continually work with:

- | | | |
|---------------------------|---------------------------|------------------------|
| › Broward MPO | › Lee County MPO | › Pasco County MPO |
| › Indian River County MPO | › St. Lucie TPO | › Polk TPO |
| › Hillsborough TPO | › Miami-Dade TPO | › Volusia-Flagler TPO |
| › Collier MPO | › North Florida TPO | › Sarasota/Manatee MPO |
| › Forward Pinellas | › Ocala/Marion County TPO | |
| › Hernando/Citrus MPO | | |

REPRESENTATIVE PROJECT EXAMPLES

By combining creativity and insight with technical expertise and national and regional knowledge, Benesch has developed a reputation as a leader in providing quality, innovative planning and engineering services to our public sector clients throughout the US. With more than 100 general planning and engineering contracts, serving as an extension of public sector staff has become a core component of our business. The following list showcases example task orders that have been assigned to the Benesch Transit & Transportation Planning Group under MPO/TPO On-Call General Planning Consultant Contracts and are either currently underway or have been completed within the past five years.

PUBLIC INVOLVEMENT

- Broward MPO Speak Up Broward Phase 3
- *Pasco County MPO Public Participation Plan Major Update**
- Pasco County MPO Title VI Update and Limited English Proficiency Plan

BICYCLE AND PEDESTRIAN PLANNING

- Hernando/Citrus MPO Complete Streets Policy and Implementation Guidance Update
- Hillsborough County TPO Temple Terrace Trails
- Pasco County MPO Active Transportation Plan Data Development
- North Florida TPO Core to Coast Trail Alignment Feasibility Study
- City of Sanibel Shared-Use Path Master Plan

ENVIRONMENTAL JUSTICE/HUMAN SERVICES PLANNING

- Greater Nashville Regional Council Coordinated Human Services Transportation Planning
- Hillsborough County TDSP Update and CTC Evaluation
- Pasco County MPO 2023 CTC Evaluation

LONG RANGE TRANSPORTATION PLANNING

- Greater Nashville Regional Council 2050 Regional Transportation Plan Cost Estimates

- Lee County MPO 2050 LRTP Public Involvement and Documentation
- Sarasota/Manatee MPO 2050 LRTP

SAFETY PLANNING

- Ocala/Marion TPO SS4A Safety Action Plan
- Sarasota/Manatee MPO Destination Zero Action Plan

SUB-AREA/CORRIDOR PLANNING

- North Florida TPO CR 210 Interchange Traffic Study
- Hernando/Citrus MPO Transportation Vulnerability and Risk Assessment
- Sarasota/Manatee MPO LECOM and Village of the Arts
- St. Lucie TPO US 1 Congestion Study

SYSTEMS PLANNING

- Forward Pinellas Multimodal Impact Fee Ordinance
- Hernando/Citrus MPO Congestion Management Process Update
- Lee County MPO Regional Congestion Management Process
- Pasco MPO Freight Plan
- *Sarasota/Manatee MPO US 41 Transit Signal Prioritization Concept of Operations**
- St. Lucie TPO Congestion Management Process
- *Micromobility Counts (Hillsborough TPO, Pasco County MPO)**
- *Traffic Count Program (Hernando/Citrus MPO, Hillsborough TPO, Polk TPO, St. Lucie TPO)**

TRANSIT PLANNING

- Collier Area Transit Zero Emission Vehicle Transition Plan
- Citrus County TDP (Hernando/Citrus MPO)
- Lee County MPO 2050 Long Range Transit Element
- Polk Transit Development Plan Updates
- St. Lucie County TPO Transit Development Plan Major Update

APPLICATION DEVELOPMENT

- Forward Pinellas Traffic Counts & Level of Service Database
- Sarasota/Manatee MPO Project Prioritization Webtool
- Broward MPO 2050 MTP Project Cost Estimation Tool

**Project included subconsultant support.*

Polk TPO Approach to the Project

UNDERSTANDING OF THE PROJECT & LOCAL CONDITIONS

The Polk Transportation Planning Organization is the region's designated transportation planning and programming agency at a time of sustained growth and increasing system demand. Rapid residential, commercial, and industrial development across Polk is placing measurable pressure on roadway performance, safety outcomes, and multimodal infrastructure.

Recent system monitoring indicates that vehicle miles traveled across Polk's roadway network has increased sharply in recent years, with traffic growth on several corridors outpacing historical trends. Over the past decade, traffic growth in Polk has exceeded that of surrounding Central Florida counties, reinforcing the need for proactive, data-driven planning and timely programming decisions.

This approach reflects an understanding that the Polk TPO must respond to immediate congestion and safety concerns while maintaining consistency with long-range planning objectives, funding constraints, and coordination requirements across multiple jurisdictions and agencies.

TECHNICAL APPROACH & METHODOLOGY

The technical approach emphasizes practical, implementable planning solutions that directly support Polk TPO decision-making. Assignments are approached with a focus on clear analysis, defensible methodologies, and documentation that can be readily incorporated into plans, reports, presentations, and policy discussions.

Work efforts are scaled to the size and complexity of each task. Routine planning support is delivered efficiently, while more complex assignments—such as corridor analyses, growth-related impact studies, safety evaluations, and multimodal planning efforts—are supported with the appropriate level of technical depth and coordination.

Analytical methods are selected based on the intended use of each work product, ensuring that results are transparent, repeatable, and suitable for both near-term programming and longer-range planning applications.

COORDINATION & COMMUNICATION WITH TPO STAFF AND AGENCIES

Communication is treated as a core project management function. For each assignment, clear communication protocols are established that define points of contact, coordination procedures, and interaction with Polk TPO staff, partner agencies and advisory committees as appropriate.

Progress updates are scaled to the complexity and duration of each task, ensuring that Polk TPO staff remain informed while minimizing administrative burden. This approach supports timely decision-making and effective coordination with FDOT, local governments, transit agencies and regional partners.

STAFFING, RESOURCES & AVAILABILITY

Staffing is based on matching technical expertise to the specific needs of each assignment. Senior-level oversight is maintained across all tasks to ensure consistency and quality, while day-to-day activities are led by staff with direct experience in MPO planning, growth-related traffic analysis and multimodal system planning.

Staff availability is actively managed throughout the contract term to ensure assignments can begin promptly and remain on schedule, even when multiple tasks are underway. Specialized technical resources are incorporated as needed to support data analysis, safety planning, transit planning, public involvement and emerging transportation issues.

Team Responsibility Matrix

▲ = Lead ● = Support

	Benesch	Gresham	POND	Haskell	NDS	Vrana	Transpology
Policy Planning	▲	●					
Data & Statistics	▲				●		
Systems & Long Range Planning	▲	●	●			●	●
Short Range Planning & Special Projects	▲	●	●	●		●	●
Transit Planning	▲	●					
Technology & ITS	●		▲				
Land Planning/Engineering	●		●	▲		●	●

DATA COLLECTION & ANALYSIS

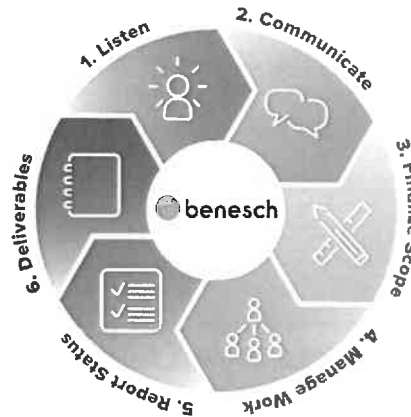
Data collection and analysis are approached as foundational tools for managing growth-related transportation impacts. While much of Polk County's roadway system continues to function acceptably today, rapid traffic growth on specific corridors requires targeted analysis and proactive planning.

The approach emphasizes maintaining accurate, well-documented datasets that support congestion management, safety analysis, project prioritization and long-range planning. Data sources, assumptions, and methodologies are clearly documented so analyses can be updated efficiently as conditions change.



PROJECT MANAGEMENT OVERSIGHT

Work under this contract will be managed using a structured, task-based project management approach tailored to on-call transportation planning services. This approach is designed to support responsiveness, accountability and consistent delivery across a wide range of assignments.



1. LISTEN

When the TPO Project Manager contacts the Benesch team with a new task order, he/she will speak to a project management team member who will listen and learn about the task assignment and, if necessary, ask for clarification about its key objectives, outside

agency coordination, expected deliverables, internal resources required and desired schedule. Budget expectations will be discussed so a realistic scope can be developed. If a sample scope is available from our Library of Task Orders, it will be used as a starting point.

A Project Management Plan (PMP) may also be developed to document the expectations of both the TPO Project Manager and the Benesch team, depending on the complexity of the task order. For larger tasks for which outcomes are dependent on data, decisions or direction, the PMP will be used to define phases for tasks based on key points along the way. This creates the opportunity to evaluate and chart the task course once more information becomes available.

2. COMMUNICATE

Based on the information received, the appropriate team subject area leader, with support from the project management team, will draft an understandable scope of services, a preliminary person-hour estimate and a budget that meets TPO's objectives, deliverables, budget, resources and schedule.

Each task begins with coordination between the consultant team and Polk TPO staff to confirm scope, schedule, level of effort and expectations. This early alignment establishes clear direction, defines roles and responsibilities, and confirms deliverables and review milestones before work proceeds.

Project oversight is guided by an integrated management framework that emphasizes staffing, communication, technical review, budget control, and quality assurance. These elements operate continuously throughout each assignment, allowing potential issues to be identified early and addressed proactively.

3. FINALIZE SCOPE, BUDGET AND SCHEDULE

The budget, scope and schedule will be reviewed by the project management team to eliminate unnecessary effort and cost and will be sent to the TPO for review and comment. Changes to the scope, budget and schedule will be negotiated to meet TPO's budget to be consistent with expected deliverables.

4. MANAGE WORK

Work on the task order will be integrated into Benesch's monthly work plan and effort on the task order will be coordinated and assigned on a weekly basis. This will be done through communication among the project management team, the assigned task manager and task staff, including subconsultants. This ensures that progress is monitored toward meeting required deliverables and will serve to identify any issues that need to be addressed with the TPO, keeping the project on schedule.

5. MONTHLY STATUS REPORTS

Status reports will be provided with a monthly invoice to clearly document what has been accomplished during the current month, what is expected to be accomplished the next month and any issues that could delay progress. Issues noted on the monthly status report will have already been discussed with the TPO.

6. PRODUCE DELIVERABLES

As required by the various task orders, the Benesch task order team will produce clear, concise and easy-to-understand deliverables. This will be accomplished through the use of maps, tables, graphics, photos and standard templates that present the project issues, conclusions and recommendations. A quality control/quality assurance review will be completed by our Project Manager and, depending on the complexity of the Task Order, a peer review may also be conducted by a member of the Quality Control Team. An editorial review by a professional editor will be conducted prior to submitting a deliverable to the TPO.

LONG-RANGE AND SHORT-RANGE PLANNING SUPPORT

Long-range planning support focuses on integrating growth projections, multimodal needs, safety considerations, performance measures, and emerging issues into clear, policy-relevant recommendations. The approach recognizes that continued growth will place increasing demands on the transportation system and requires strategic, coordinated investment decisions.

Short-range planning support emphasizes timely analysis to inform project prioritization, Transportation Improvement Program development, and coordination with FDOT and local agencies. Work products are structured to support annual programming cycles while maintaining consistency with longer-term planning objectives.



Approach to the Project

BENESCH'S APPROACH TO GENERAL PLANNING MAJOR TASK AREAS

SAFETY, SYSTEMS AND PERFORMANCE-BASED PLANNING SUPPORT

Benesch's safety, systems and performance planning work emphasizes actionable outcomes that directly support TPO decision-making. Assignments related to safety analysis, congestion management, performance measures and system monitoring are grounded in methods routinely applied under Destination Zero action plans, CMP updates, and safety target-setting efforts completed for TPO partners statewide.

For the Polk TPO, this means applying the same data validation, trend analysis and performance reporting techniques used for recent Safety Action Plans, State of the System reports and CMP updates. Analyses are structured to clearly link observed conditions to recommended strategies, ensuring results can be incorporated into the LRTP, TIP and supporting policy discussions without rework.

CORRIDOR, SUBAREA & MULTIMODAL PLANNING

Corridor and subarea planning assignments are approached with a focus on implementation readiness. Benesch draws from similar task orders completed under general planning contracts, including multimodal corridor studies, access management analyses, and neighborhood mobility plans completed for Sarasota/Manatee MPO, St. Lucie TPO, and North Florida TPO.

Each assignment integrates operational analysis, safety considerations, land use context, and multimodal needs. Conceptual alternatives are developed at a level appropriate for funding evaluation, project prioritization and coordination with FDOT and local jurisdictions. This ensures corridor and subarea studies support near-term programming decisions while remaining consistent with long-range planning objectives.

LONG-RANGE, SHORT-RANGE & REGIONAL PLANNING INTEGRATION

Benesch's approach recognizes that Polk TPO's planning responsibilities span multiple time horizons. Long-range planning support incorporates growth trends, performance measures, safety priorities, and emerging technologies using techniques applied on more than 45 LRTPs and regional transportation plans completed by the firm

Short-range planning tasks—such as TIP support, project prioritization, and grant-related analyses—are delivered using the same performance-based framework, ensuring consistency between annual programming decisions and longer-term investment strategies. This integrated approach has been successfully applied under general planning contracts for Lee County MPO, Sarasota/Manatee MPO, and Broward MPO, allowing staff and advisory committees to evaluate projects using transparent, repeatable criteria.

TRANSIT, TRANSPORTATION DISADVANTAGED & PASSENGER RAIL PLANNING

Transit and human services planning tasks are addressed using methods developed through Transit Development Plan updates, TDSP evaluations, and transit performance reporting completed for Polk, Hernando/Citrus MPO, Lee County MPO and St. Lucie TPO.

Benesch coordinates closely with transit operators, FDOT and local partners to ensure that service planning, capital prioritization, and performance reporting meet state and federal requirements. Passenger rail and emerging mobility analyses are approached using similar coordination frameworks, ensuring that planning recommendations are realistic, compliant, and aligned with regional objectives.

DATA, ANALYTICS & GIS APPLICATION

Data collection and analysis efforts are structured to support multiple planning needs using a single, well-documented analytical foundation. Benesch applies consistent data management protocols developed through long-standing traffic count programs, origin-destination studies, and GIS-based performance dashboards delivered for Polk TPO and peer MPOs. Benesch has completed the annual traffic count program for the Polk TPO for the past several years.

Big data tools such as Replica and RITIS are applied selectively, based on task objectives, and are integrated with traditional datasets to ensure transparency and defensibility. Assumptions, limitations and methodologies are clearly documented so analyses can be replicated or updated efficiently as conditions evolve.

PUBLIC PARTICIPATION, EQUITY & ACCESSIBILITY

Public involvement tasks are approached using strategies refined through Public Participation Plan updates, Title VI programs, Environmental Justice analyses and outreach initiatives completed for MPO partners throughout Florida. Engagement methods are selected based on audience, schedule, and decision context, ensuring meaningful participation without unnecessary complexity. All outreach materials and deliverables are prepared to meet ADA and WCAG accessibility requirements and are designed to support both technical review and public understanding. This approach has been consistently applied under general planning contracts where equity, transparency, and regulatory compliance are critical.

CONSISTENT DELIVERY AS AN EXTENSION OF TPO STAFF

Benesch serves as an extension of Polk TPO staff, applying the same task-order workflows, staffing models and quality control procedures proven effective under other MPO general planning contracts. This approach features early coordination to define scope and expectations, disciplined budget and schedule management, and rigorous internal review before deliverable submission, enabling Polk TPO to receive timely, defensible work products that support informed decision-making across safety, operations, multimodal planning and long-range programming—without the learning curve or risk of untested methodologies.

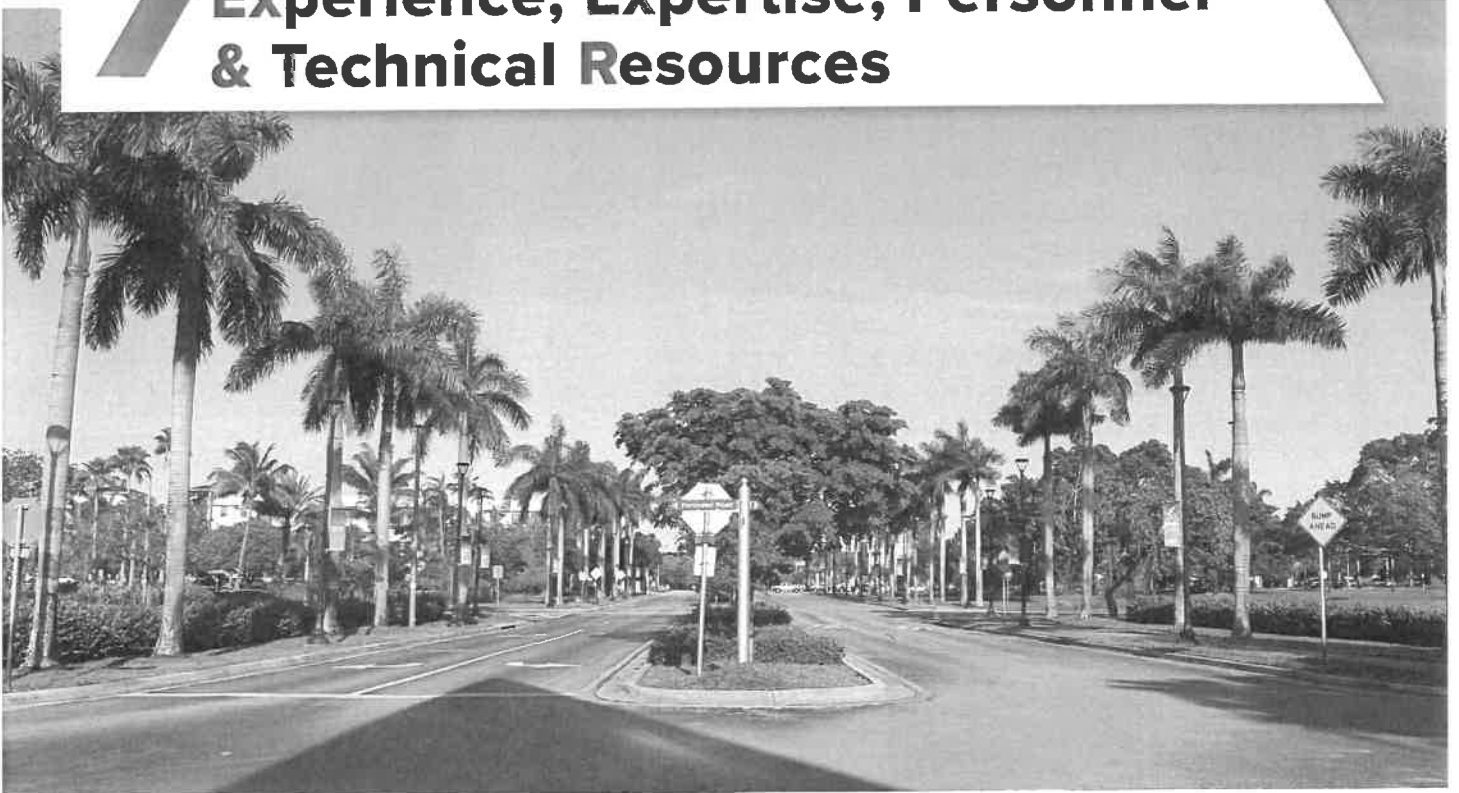


Polk Transportation
Planning Organization



TAB 3

Experience, Expertise, Personnel & Technical Resources





For nearly 40 years, the Benesch Southeast Region has worked under more than 50 General Planning Consultant Contracts for MPOs and TPOs throughout the state of Florida. During that time, we have developed a library of task orders for typical Unified Planning Work Program work areas which covers nearly every work item identified in the Polk TPO's scope of work. Our experience is augmented by our subconsultant partners Haskell, NDS, Pond, Gresham Smith, Vrana Consulting and Transpology.

This experience allows us to quickly put together scopes that meet the specific needs of the Polk TPO and efficiently continue serving as an extension of TPO staff. We strive to improve TPO scopes of service and corresponding work products to better serve the TPO and its local partnering agencies by ensuring that the unique characteristics and desired objectives are considered and included.

Benesch has received national recognition and awards for numerous projects relevant to the TPO, including the Tampa Walk-Bike Plan, Green ARTery Trail Plan, Broward MPO Vision 2100, MyRide TDP public involvement (Polk), Mobility Fees and Multimodal Funding Solutions (Pasco County), and Mill Lake Park Design (Orange City), among many others. This is indicative of a track record of quality, value and recognition for creative and implementable solutions and outcomes.

CURRENT FLORIDA MPO/TPO GPC CONTRACTS

Broward MPO	North Florida TPO
Collier MPO	Ocala/Marion County TPO
Forward Pinellas	Pasco County MPO
Hernando/Citrus MPO	Polk TPO
Hillsborough TPO	Sarasota/Manatee MPO
Indian River County MPO	St. Lucie TPO
Lee County MPO	Volusia-Flagler TPO
Miami-Dade TPO	

The following pages include a sampling of recent and relevant project experience.

General Planning Consultant

Hernando/Citrus MPO - Brooksville, FL



Background: Benesch has a long-standing relationship as the General Planning Consultant (GPC) for the Hernando/Citrus Metropolitan Planning Organization (MPO), providing comprehensive planning, technical and administrative support to advance the region's transportation goals. Our team specializes in metropolitan planning, smart growth and public finance, offering one of the largest groups of certified planners in Florida. This expertise translates to an enhanced understanding of multimodal transportation solutions, state and federal planning requirements, innovative funding strategies and the integration of land use and transportation. Key services provided to the Hernando/Citrus MPO include:

Complete Streets and Safety Planning: Benesch led the development and implementation of the MPO's Complete Streets Policy and Implementation Plan, as well as the Bikeways and Trails Master Plan. These efforts are critical to improving bicycle and pedestrian safety and advancing complete streets applications throughout the region.

Transit Development Planning: Our team has completed major updates to the Transit Development Plans (TDP) for both Hernando and Citrus counties, focusing on service enhancements such as expanded hours, microtransit, regional connections and improved bus stop infrastructure.

Vulnerability and Risk Assessment: Benesch conducted a comprehensive assessment of the region's transportation infrastructure, identifying vulnerabilities to hazards such as storm surge, flooding and wildfire. The study provided prioritized mitigation strategies to promote system resilience and informed the MPO's long-range transportation planning.

Impact Fee and Financial Studies: Benesch has supported Hernando County and the MPO with multiple updates to transportation, fire, EMS, law enforcement and other impact fees, ensuring that funding strategies align with growth management and economic development goals.

Key Issues

- Two county MPO
- Moderate growth and limited non-highway travel network and modes

Key Staff

Rob Cursey - *Project Manager*
Wally Blain - *Task Managers*
Ian Debnam - *Task Managers*
Asela Silva - *Senior Planner*
Kayla Huetten - *Senior Planner*

Duration

2018-Current

Original Budget

N/A - On-call Task order based contract

Final Budget

Approx. \$400,000 over the last 2 contracts

Client Reference

Robert Esposito
Executive Director
Hernando/Citrus MPO
1661 Blaise Drive
Brooksville, FL 34601
P: 352-540-6523
E: resposito@co.hernando.fl.us

*No time extensions were created.

General Planning Consultant

Sarasota/Manatee MPO - Sarasota, FL



Background: Benesch has served as a General Planning Consultant to the Sarasota/Manatee MPO since 2008, conducting multiple task work orders related to developing the Congestion Management Process (CMP), Evaluation of Safety Performance Measures, Multimodal Corridor Studies, and support for the MPO's Vision Zero efforts.

Representative Task Orders

- 2010 Review of Corridor Management Applications
- 2011 US-41 Multimodal Emphasis Corridor
- 2011 CMP State of the System Report
- 2014 CMP Update and State of the System Report
- 2016 Performance Measures and Safety Target Setting
- 2017 Safety Performance Targets and Road Safety Assessments
- 2019 Re-evaluation of US-41 Multimodal Emphasis Corridor
- 2020 Support for Gulf Coast Safe Streets Summit
- 2020 Destination Zero Plan
- 2023 LECOM and Village of the Arts Mobility Plan
- 2024 LRTP Needs Project Prioritization Tool

Scope: Building on national performance-based planning requirements, Benesch supported the MPO in re-imagining the project prioritization process used to identify and select projects for its Transportation Improvement Program, including developing consensus with the Technical Advisory Committee and MPO staff for creating a blended multimodal list of priority projects.

Beyond support for the project prioritization process and updates to the Long Range Transportation Plan, Benesch has supported the MPO in advancing multimodal and safety planning through completion of the Destination Zero Safety Action Plan and the subsequent Education and Implementation Plan. LECOM Stadium in Bradenton is the spring training facility for the Pirates baseball team and is located within the Village of the Arts Neighborhood. As the focus area for a sub-area Mobility Plan, recommendations focused on addressing safety and mobility for the community based on conducting a Level of Traffic Stress analysis.

Key Issues

- Procedures for serving as extension of staff, providing on-call support and major task work order support in timely manner
- Continued development impacts on east side of I-75 and redevelopment of cities of Sarasota and Bradenton

Key Staff

Wally Blain - *Project Manager*
Chris Keller - *Task Manager*
Ian Debnam - *Senior Planner*
Robert Modys - *Senior Planner*
Juan Butler - *Senior Computer Programmer*
Molly Darby - *GIS Specialist*

Duration

2010 - Present
(including multiple reselections)

Original Budget

N/A - task work order based contract

Final Budget

Est. \$1.0 Million

Client Reference

Ryan Brown
Executive Director
Sarasota/Manatee MPO
7632 15th Street E
Sarasota, FL 34243
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E: ryan@mympo.org

*No time extensions were created.

General Planning Consultant

Lee County MPO - Cape Coral, FL



Background: Benesch has served as a General Planning Consultant to the Lee County MPO since 2000, supporting the MPO with long-range transportation planning support, transit planning, crash data management and analysis, bicycle/pedestrian planning, transit funding and governance and transportation finance.

Scope: Benesch has supported Lee County MPO with numerous multimodal transportation planning projects over the past two decades, most recently with Public Involvement and Documentation for the County's Long Range Transportation Plan.

Representative Task Work Orders (26+)

- Long Range Transportation Plan Public Involvement and Documentation
- Long Range Transportation Plan Socioeconomic Mapping and Graphics
- Long Range Transit Element (multiple updates)
- Sanibel Shared-Use Path Master Plan
- Cape Coral Downtown Transit Study
- Countywide Bicycle and Pedestrian Safety Action Plan
- Transit Funding and Governance Study
- Crash Data Management System
- Long Range Transportation Plan Revenue Forecast
- Transit Authority Action Plan and Support

Unique Features: The understanding of public and policy viewpoints associated with the need and support for dedicated public transportation funding source was has been taken into account when planning these projects, as well as the ability to apply long-term perspective of county and regional transportation needs to multimodal planning to both MPO and LeeTran.

Key Issues

- Establishment of long-term action plan for County's potential pursuit of dedicated revenue source for public transportation
- Developed multimodal planning solutions to ensure safe and effective future transportation options for Lee County
- Continue to work with staff to plan for near- and longer-term opportunities to address community mobility needs
- Regional trip making and coordination in a growing region

Key Staff

Wally Blain - *Project Manager*
Ian Debnam - *Senior Planner*
Asela Silva - *Task Manager*
Rob Cursey - *Project Principal*

Duration

2000 - Present

Original Budget

N/A - task work order based contract

Final Budget

Est. \$1.5 Million

Client Reference

Don Scott
Executive Director
Lee County MPO
815 Nicholas Parkway East
P.O. Box 150045
Cape Coral, FL 33915-0045
P: 239-330-2241
E: dscott@leempo.com

*No time extensions were created.

2045 & 2050 Metropolitan Transportation Plans

Broward MPO - Fort Lauderdale, FL



Background: Benesch spearheaded the Broward MPO's 2045 MTP and recently wrapped up final documents for their 2050 MTP. In addition to establishing a vision for future transportation and growth in the Broward region, the Broward MTP ensures that the MPO is meeting the requirements of US DOT's FAST Act, as well as federal and state metropolitan transportation planning requirements.

2045 MTP Scope: The Benesch Team updated goals, objectives and performance measures according to the MPO Board's vision. Five scenarios (Trend, Compact Development, Technology, Resiliency and Community Vision) were considered and comprehensive travel demand and transit market segmentation analyses were conducted to identify high opportunity transit corridors and areas.

The team implemented a project prioritization process and scenario evaluation to develop 2045 needs and financially feasible plans. They also developed a Transportation Planning Equity Tool in collaboration with the MPO to address equity and environmental justice, along with conducting public participation in collaboration with MPO staff using outreach meetings, public workshops, telephone town hall meetings, surveys, website, social media and infographics.

2050 MTP Scope: The 2050 Metropolitan Transportation Plan (MTP) looks to implement new and innovative transportation system performance measures that de-emphasize traditional road "congestion" in lieu of broader desirable transportation outcomes. The update process considered a wide range of social, mobility, freight, safety, infrastructure, environmental, energy, equity, resiliency and economic factors reflected by the MTP's Goals, Objectives and Measures/Performance Measures (GOM) to confirm existing and identify future transportation needs.

Outcomes:

- Stakeholder involvement to create an unconstrained transit vision
- Integration of transportation, growth and land use goals of Broward County and its 31 municipalities.

Key Issues

- MPO Board consensus on a vision for transportation in the Broward region, including an unconstrained transit vision in coordination with key stakeholders (Broward County Transit and South Florida Regional Transportation Authority).
- Adoption of 2045 and 2050 Long Range Transportation Plans that meet federal and state metropolitan planning requirements

Key Staff

Ian Debnam - *Deputy Project Manager*
Wally Blain - *Task Manager*
Sofia Thordin - *GIS Specialist*
Debora Slaski - *Project Planner*

Duration

2017-2019; 2023-2025

Original Budget

\$1.3 million for 2045 and \$1.4 million for 2050

Final Budget

\$1.3 million for 2045 and \$1.4 million for 2050

Client Reference

Peter Gies
Systems Planning Manager
Broward MPO
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Fort Lauderdale, FL 33309
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*No time extensions were created.



Polk TPO

EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES

We have assembled a team of experienced professionals with a proven track record. Coupled with efficient project management, this approach ensures project success. Our organization chart illustrates how the Benesch Team will support Polk TPO, followed by introductions to the Project Management Team, key personnel resumes and support staff resumes.



Polk Transportation
Planning Organization

LEGEND | Key Personnel (bold)

- › Benesch
- › Pond & Company (POND)
- › National Data & Surveying Service (NDS)
- › Vrana Consulting
- › Gresham Smith
- › Transpology
- › Haskell

PROJECT PRINCIPAL

› Elisabeth Schuck, AICP, LEED GA

PROJECT MANAGER

› Robert Cursey, AICP

QUALITY MANAGER

› Joel Rey, PE, AICP

POLICY PLANNING

- › Wally Blain, AICP
- › Asela Silva, AICP
- › Nilgün Kamp, AICP

DATA & STATISTICS

- › Steve Infanti, AICP
- › Juan Butler
- › Sofia Thordin, AICP, LEED GA
- › John Greist
- › Kevin Deal

TECHNOLOGY & ITS

- › WT Bowman, PE, RSP1, VMA
- › Randy Farwell
- › Danielle Joyce
- › Wade Carroll, AICP, RSP1

SYSTEMS & LONG RANGE PLANNING

- › Wally Blain, AICP
- › Steve Infanti, AICP
- › Ian Debnam, AICP
- › Molly Darby
- › Eric Lusher, AICP
- › Andrew Williams, AICP, ENV SP, RSP1

LAND PLANNING/ENGINEERING

- › Catherine Hartley, AICP, CNU-A
- › Debora Slaski, AICP
- › Chris Keller, AICP
- › Robert Modys, AICP, CNU-A
- › Kat Onore, AICP

SHORT RANGE PLANNING & SPECIAL PROJECTS

- › Demian Miller, AICP
- › Alex Henry, AICP
- › Todd Ziegler
- › Scott Michael
- › Kari Pucker, PE, PTOE, RSP2I, IMSA II
- › Khut Bhagat, PE, IMSA, RSP1
- › Arie Elvambueno, PE

TRANSIT PLANNING

- › Kayla Huetten, AICP
- › Sarah Goolsby, AICP, GISP
- › Yash Nagal, PMP
- › Taylor Cox



OUR PROJECT MANAGEMENT TEAM | YOUR TRUSTED LEADERSHIP

Robert Cursey, AICP
Project Manager



Joel Rey, PE, AICP
Quality Manager



Elisabeth Schuck, AICP, LEED GA
Project Principal



Rob will serve as the day-to-day project manager on this contract, bringing 37 years of experience in all aspects of metropolitan planning. He has managed and provided technical support for a wide range of transportation planning projects, including long-range transportation planning, corridor and sub-area studies, freight and goods movement, travel demand modeling, bicycle and pedestrian planning, parking studies, and roadway characteristics inventory. Rob will work closely with the Polk TPO and the Benesch Team Task Leaders to ensure all tasks are completed effectively and efficiently. His deep understanding of federal compliance and local community needs, positions him to anticipate challenges faced.

Joel has extensive experience supporting the transportation and transit planning process, including work with TPOs and MPOs across the Southeast. He is recognized for his meticulous approach to quality management, having overseen the development and implementation of project management plans, quality control procedures and performance measures on numerous long-range transportation and multimodal planning projects. Joel's proven ability to coordinate technical staff, guide deliverable development, and to comply with federal and state requirements makes him exceptionally qualified to serve as a quality manager for the Polk TPO.

Lis serves as the Florida Division Manager and brings 24 years of experience in transit and multimodal planning. She is highly regarded for her leadership in managing complex projects that require a deep understanding of federal and state compliance, financial oversight and stakeholder engagement. Her expertise in developing and implementing transit master plans, risk assessment programs and cost allocation models ensures that the Polk TPO receives strategic guidance, quality assurance and a collaborative approach that supports the successful delivery of all project objectives.

Rob Cursey, AICP

Project Manager

Throughout his professional consulting career, Mr. Cursey has managed and provided technical support for transportation planning projects, including all modes of travel. His expertise includes all aspects of public sector planning, including long-range transportation planning, sub-area studies, corridor studies, freight and goods movement, travel demand modeling, bicycle and pedestrian planning, parking studies and roadway characteristics inventory.

Polk TPO - Traffic Count Program - Bartow, FL

Project Manager: Benesch has completed the traffic data collection annual count program to support the TPO's Roadway Network Database for the past several years along in partnership with our traffic count specialists National Data and Surveying Services (NDS). The annual count program includes hundreds of counts each year. Benesch and NDS perform all the field work, data processing, and quality and consistency check required to maintain high accuracy and confidence levels. *Dollar Value \$40,000 per year.*

Polk TPO - ACES Investment Strategy for the 2045 LRTP - Bartow, FL

Project Manager: Mr. Cursey assisted with this three-phase study effort: (1) Definition and research of ACES technology where he assumed market penetration and adoption rates of each component; (2) Analysis of existing economic, demographic, travel components of Polk market and future trends; (3) Development of policy recommendations and projects for inclusion in 2045 LRTP. *Dollar Value: \$80,000*

Pasco County MPO - 2045 Long Range Transportation Plan (LRTP) - New Port Richey, FL

Project Manager: Mr. Cursey served as the project manager for this five-year update, which included coordination and execution of 2045 LRTP which required socio-economic data development, scenario planning, cost and revenue analysis, development of needs plan, development of cost affordable plan, incorporation of all modes of travel, consideration of new ACES technology elements, innovative public engagement as well as incorporation of Vision 54/56 recommendations. *Dollar Value: \$595,000*

Hillsborough MPO - 2040 LRTP Freight Investment Program - Tampa, FL

Principal-in-Charge: Mr. Cursey developed the initial cost basis of freight needs for the first five years of the 2040 LRTP. Based on the initial cost, projected funding investment boxes were developed for the remaining 20-years of the plan. *Dollar Value: \$75,000*

FDOT District 4 - City of Sunrise Area-Wide Transportation Needs Assessment - Broward County, FL

Project Manager: Tasks within this role included the evaluation of current and future transportation characteristics, determination of multimodal improvement needs, evaluation of the transportation network from multimodal perspective, identification of feasible and acceptable improvements to address anticipated growth and development and related travel demand. Mr. Cursey oversaw the provision of professional transportation planning and engineering services. The collection and analysis of land use, transportation and socio-economic related data was also completed. *Dollar Value: \$495,000*

Sarasota-Manatee MPO - 2045 LRTP - Sarasota and Manatee Counties, FL

Principal-in-Charge: This task assignment under the General Planning Consultant contract involved review of existing trends and conditions; identification of impacts of coastal and environmental considerations; commuting patterns of suburban/residential areas; location of affordable housing; update of MPO goals, objectives, prioritization criteria for developing cost affordable plan; support for LRTP development including development of online GIS-based project prioritization tool; LRTP final documentation. Mr. Cursey monitored the project schedule, project finances, and quality assurance and compliance programs. *Dollar Value: \$1.5 Million*



Education

MA, Geography, Georgia State University

BS, Geosciences, University of Tennessee

Years of Experience: 37

Registrations and Certifications

American Institute of Certified Planners: 011328

Wally Blain, AICP

Task Manager

Mr. Blain brings a broad range of experience in urban and multimodal transportation planning projects. Having served as the consultant project manager on more than 10 MPO continuing services contracts as well as working for one of Florida's largest MPO's for more than a decade, he has developed a unique blend of skills for managing technical and policy-related tasks necessary for systems level planning projects. From the development of multimodal master plans and guidance documents to supporting administration of grant programs and stakeholder coordination. Wally's mix of analytical and policy-oriented skills provides the team with the leadership and experience necessary for identifying the potential challenges and opportunities that are unique to a General Planning Consultant contract.

Collier MPO - General Planning Consultant - Naples, FL

Project Manager: Mr. Blain has served as the contract project manager for the Collier MPO since 2016 and has successfully been reselected on multiple advertisements. Under these contracts, Benesch has successfully completed multiple task orders supporting the metropolitan planning process. A sample of projects completed for the Collier MPO are listed below along with Mr. Blain's role for each. *Dollar Value: \$550,000*

- 2040 Long Range Transportation Plan Financial Resources (Project Manager)
- 2040 Long Range Transit Element (MPO Coordination)
- 2018 Transit Fare Study (MPO Coordination)
- 2019 Bicycle/Pedestrian Master Plan (Project Manager)
- 2019 Transit Impact Analysis (MPO Coordination/Quality Assurance)
- 2019 Transit Development Plan Major Update (MPO Coordination)
- 2020 Transportation System Performance Report and Action Plan (Project Manager)
- 2022 Congestion Management Process Update (Project Manager)
- 2025 Collier Area Transit Zero Emission Vehicle Transition Plan (Project Manager)

Hernando/Citrus MPO - Vulnerability and Risk Assessment Study - Hernando and Citrus Counties, FL

Project Manager: Benesch was selected by the Hernando/Citrus MPO to assess the vulnerability of the functionally classified roadway system to natural disasters. Utilizing the spatial analysis capabilities of GIS, an assessment of transportation vulnerability and criticality included an exposure analysis of the transportation system to storm surge, wildfire and intense single-day rain events as well as the function and facility access provided by each roadway segment. Mitigation strategies identified for the most vulnerable and critical facilities were developed to inform implementation of future projects and requests for discretionary grant funding. *Dollar Value: \$95,000*

Sarasota/Manatee MPO - General Planning Consultant - Bradenton, FL

Project Manager: Mr. Blain has served as the contract project manager for the Sarasota/Manatee MPO since 2014 and has successfully been reselected on multiple advertisements. Under these contracts, Benesch has successfully completed multiple task orders supporting the metropolitan planning process. A sample of projects completed for the Sarasota/Manatee MPO are listed below along with Mr. Blain's role for each. *Dollar Value: \$1.5 Million*

- 2045 Long Range Transportation Plan (Project Manager)
- 2016 Performance Measure Data Collection and Prioritization (Project Manager)
- 2018 Safety/Security Performance Measures and Target Setting (Project Manager)
- 2018 Project Prioritization and Online Webtool (Project Manager)
- 2020 Fatalities and Serious Injuries Reduction Plan (MPO Coordination)
- 2022 US 41 Transit Signal Prioritization Concept of Operations (Project Manager)
- 2050 Long Range Transportation Plan (Project Manager)



Education

BA, Geography, Stetson University

Years of Experience: 29

Registrations and Certifications

American Institute of Certified Planners: 017816

Diversity, Equity and Inclusion in the Workplace Certificate, USF

Ian Debnam, AICP

Task Manager

Mr. Debnam has expertise in data collection, research and analysis across a wide range of topics, providing workable solutions to complex issues related to environmental and transportation planning efforts. His areas of specialization include feasibility and corridor studies, transit facilities and operations, socioeconomic demographic data, Environmental Justice (EJ) concerns, land-use planning, the NEPA planning process, public engagement and GIS spatial analysis.

Sarasota/Manatee MPO - LRTP Safety Plan: Injury/Fatality Reduction - Sarasota/Manatee Counties, FL

Senior Planner: The purpose of this project was to develop a plan to reduce fatalities and serious injuries in the Sarasota/Manatee region to align with FDOT's Driving Down Fatalities initiative and vision. Using a data-driven approach grounded in 5 years of fatal and serious injury crash data, roadway and traffic data, land use characteristics and demographics. The Action Plan will serve as a roadmap leading the MPO towards its ultimate vision of zero fatalities and serious injuries on the transportation system. Mr. Debnam contributed to this project by performing technical analyses of crash-related data at corridor and systems levels. *Dollar Value: \$225,000*

Broward MPO - Commitment 2050 Metropolitan Transportation Plan - Broward County, FL

Deputy Project Manager: In 2022, Benesch was selected to assist the Broward MPO with the development of their Route to 2050 Metropolitan Transportation Plan. In addition to ensuring this plan complies with federal regulations, Benesch is supporting the MPO in addressing their identified emphasis areas of safety, resiliency, emerging technologies and housing coordination. Focus will also be placed on evaluating multimodal accessibility and ensuring equity is considered throughout its development. Mr. Debnam was responsible for monitoring data to day production activities and team coordination in his role as deputy project manager. *Dollar Value: \$1.4 Million*

Collier MPO - Congestion Management Process Update - Naples, FL

Sr. Planner: Following successful completion of the Transportation System Performance Report, the MPO's Management Process Update analyzed speeds, reliability and bottlenecks at the top tier hotspots. Further analysis of a countywide origin and destination study evaluated travel patterns and trip characteristics for sub-areas of the County along with regional patterns of trips entering, exiting and passing through Collier County. Mr. Debnam was responsible for technical analyses and mapping. *Dollar Value: \$114,282*

FDOT District 7 - Tampa Bay Strategic Freight Plan - Tampa, FL

Task Lead: The Tampa Bay Strategic Freight Plan was a comprehensive initiative aimed at addressing the evolving freight transportation needs of the Tampa Bay Region, driven by rapid population growth, changing consumer behavior and technological advancements. This project included an assessment of current and future freight mobility and safety needs, an evaluation of freight activity centers, identification of truck parking and land use needs and incorporation of stakeholder input through surveys and data analysis. The project also involved updating the Comprehensive Freight Improvement Database (CFID), analyzing safety and operational issues and developing a prioritization framework for strategic infrastructure investments. Mr. Debnam was responsible for data analyses and project documentation. *Dollar Value: \$489,000*



Education

MA, Geography, Louisiana State University

BA, Geography, Minor in Geographic Information Systems (GIS), Louisiana Tech University

Years of Experience: 16

Registrations and Certifications

American Institute of Certified Planners: 29409

Demian Miller, AICP

Policy Planning

Mr. Miller has served as a planner, project manager and Principal-in-Charge on a wide range of transportation planning and engineering projects for city and county governments, MPOs, FDOT and FHWA. His areas of expertise include GIS/transportation data management; traffic safety and safety program management; bicycle and pedestrian safety and mobility; multimodal corridor and sub-area studies; and growth management/policy planning. He also has provided support to long range transportation planning projects as well as land use/community planning projects. In addition to his management responsibilities for Benesch's Corridor/Sub-Area and Traffic Safety service areas, he serves as an instructor for FHWA's "Focused Approach to Pedestrian Safety" and has provided technical assistance and led "Designing for Pedestrian Safety" workshops for FHWA.

Hillsborough TPO - General Planning Consultant - Tampa, FL

Project Manager: Since 2015, Benesch has served as one of the Hillsborough TPO's on-call consultants focusing on multimodal planning and project development, school safety, transit planning and transportation disadvantaged program planning. Over the course of multiple contract renewals, our staff has been responsible for developing a network of lower-cost bicycle and pedestrian facility projects throughout the City of Tampa. Many of these "Walk/Bike" plan projects have been completed or are programmed for construction demonstrating a testament to Benesch's proficiency at developing pragmatic solutions to mobility challenges. Mr. Miller coordinates multiple tasks, developed scopes, and performed administrative tasks for this contract. *Dollar Value: \$310,000*

Hillsborough County MPO - Tampa Walk-Bike Plan Phase I-IV - Tampa, FL

Project Manager: This was a multi-phase study to identify and prioritize cost-feasible bicycle and pedestrian network projects to improve access to Tampa's three major business centers and complete the city's overall multimodal network. Development of 20-mile "Green ARtery" urban trail system through Central Tampa to connect downtown with riverfront parks and easements, community parks and greenspaces and other community assets. Mr. Miller was the project manager for this innovation multimodal systems level analysis. *Dollar Value: \$150,000*

Broward MPO - Hollywood/Pines Blvd Congestion Management/Livability Study - Hollywood and Pembroke Pines, FL

Project Manager: Mr. Miller served as the project manager for this corridor study to identify multimodal (aka "Complete Streets") transportation improvements and recommend land use planning/livability strategies for the corridor. Work included recommendations to update the land use plan and land development codes for the two communities (Hollywood and Pembroke Pines, FL) as well as development of four sub-area redevelopment concepts based around mobility hubs using realistic land development parameters. *Dollar Value: \$300,000*

Collier County - Bayshore Gateway Triangle Community Redevelopment Plan Update - Collier County, FL

Principal-in-Charge: Mr. Miller served as the PIC for this update of redevelopment plan to promote new vision for CRA and holistic approach to more urban, multimodal, arts & culture-oriented redevelopment, including public outreach, assessment of issues and opportunities, provision of detailed framework of goals, objectives and policies to guide redevelopment, creation of capital and non-capital improvement plan to implement framework. *Dollar Value: \$125,000*



Education

MA, Urban and Regional Planning, University of Florida

BA, Political Science, University of Florida

Years of Experience: 26

Registrations and Certifications

American Institute of Certified Planners: 21871

Nilgün Kamp, AICP

Policy Planning

Nilgün has been involved in public infrastructure financing for 33 years. She has served as the project manager for approximately 450 impact fee, assessment and user fee development and implementation studies for transportation, fire, EMS, schools, law enforcement, correctional facilities, government buildings, solid waste, libraries and parks and recreational facilities. Her experience also includes demographic and travel behavior analysis, population projections for funding studies, economic and fiscal impact studies, demand components, demand analysis and other related assessment and impact fee support activities. She is regularly invited to make presentations at the industry conferences.

Polk - Impact Fee Studies - Polk, FL

Project Manager: This multi-year contract involved the development and update of impact fees in transportation, fire/EMS, schools, library, correctional facilities, parks & recreation and law enforcement. Other services provided included conducting trip characteristics studies for the impact of warehouse facilities on the transportation network. Ms. Kamp has been managing impact fee studies for Polk since 2004. *Dollar Value: \$314,00*

City of Orlando - Multimodal Transportation Impact Fee - Orlando, FL

Project Manager: Ms. Kamp was responsible for overall project management, including staff review meetings, project briefings and presentations to City staff, administrators and the Technical Advisory Committee. She led the implementation of an updated ordinance for a Multimodal Transportation Impact Fee that allowed for the expenditure of funds on transit, bicycle and pedestrian capital projects. *Dollar Value: \$329,000*

City of Sarasota - Mobility Plan and Multimodal Transportation Impact Fee Update - City of Sarasota, FL

Project Manager: This project involved assistance with development of detailed mobility plan, including mobility districts designed with specific mobility, land use, complete streets and urban form strategies. Ms. Kamp conducted Downtown Circulator Feasibility Study, analysis of streetcar and rubber-tire trolleys focusing on economic development potential, land use policy, potential ridership and engineering/cost constraints. Ms. Kamp recommended strategies for restructuring the City's transportation concurrency management system and multimodal fees to encourage the right development in the right place supported by multimodal transportation infrastructure. During this process, the City also opted out of the Sarasota County roadway-based fee to a City-managed multimodal fee to achieve flexibility in spending funds on multiple modes, consistent with the goals of the Mobility Plan. In 2016, Ms. Kamp was retained to address the development review process and update the City's multimodal impact fee to also include incentives for certain areas and/or land uses. *Dollar Value: \$121,820*

City of Sarasota - Citywide Mobility Plan - Sarasota, FL

Task Leader/Finance Support: Ms. Kamp led the efforts to establish mobility districts based on the City's existing land use density, diversity and vision. Additionally, multimodal options were provided to vary the City's development review process. This involved identifying feasible bicycle/pedestrian projects to enhance the multimodal network and develop the City's multimodal impact fee as an alternative to the existing countywide roadway-only transportation impact fee. *Dollar Value: \$209,000*

Hernando/Citrus MPO - Hernando County Transportation Impact Fee Update - Hernando County, FL

Project Manager: Ms. Kamp facilitated this update of the County's transportation impact fee to address changes in impact fee variables. She was responsible for coordinating the impact fee program to be consistent with the County's growth management and economic development goals. *Dollar Value: \$199,152*



Education

MA, Economics, University of South Florida

MA, International Relations & Pacific Studies, University of California San Diego

BA, Economics, University of California San Diego

Years of Experience: 33

Registrations and Certifications

American Institute of Certified Planners: 019238

Alex Henry, AICP

Safety and Security Planning

Mr. Henry brings 12 years of experience in transportation planning, with a depth of public sector experience at both the state and local levels. Throughout his career he has managed a wide array of transportation planning and engineering initiatives focused on improving safety and accessibility for all road users. Mr. Henry's areas of expertise include safety action planning, multimodal corridor studies, complete streets, community and stakeholder engagement, implementation planning and grant funding.

City of Tampa - Mobility Master Plan and Vision Zero Action Plan - Tampa, FL

Chief Planner: Mr. Henry led the Mobility Department in planning efforts, which included corridor planning, digital storytelling, implementation of both plans and the development and implementation of safety improvements. *Dollar Value: \$25,000*

Sarasota/Manatee MPO - LRTP Serious Injury/Fatality Reduction Implementation Plan - Sarasota and Manatee Counties, FL

Transportation Planner: This project developed a safety education and awareness campaign in support of Sarasota/Manatee MPO's Destination Zero Action Plan. The campaign focuses on safety emphasis areas that were identified through crash data analysis and seeks to sensitize the public to transportation safety issues and support a local culture of multi-modal safety. Mr. Henry analyzed bicycle-related serious crash data to determine cause and recommend solutions. *Dollar Value: \$225,000*

Sarasota Manatee MPO - LECOM / VOTA Mobility Study - Bradenton, FL

Transportation Planner: The LECOM / VOTA Mobility Study aimed to enhance transportation infrastructure around two of Bradenton's major economic drivers, the LECOM Park baseball spring training facility and the Village of the Arts (VOTA) community. The study identified and prioritized infrastructure recommendations such as alternative designs for two major corridors, constructing a bicycle boulevard, installing frequent pedestrian crossings, implementing short-term maintenance projects adding green stormwater facilities. Mr. Henry performed bicycle and pedestrian access analyses. *Dollar Value: \$497,000*

Hillsborough Area Regional Transit (HART) - Tampa Arterial BRT - Tampa, FL

Transportation Planner: Mr. Henry served as a transportation planner who assisted with the Identification of most appropriate corridor to connect Downtown Tampa to USF Tampa campus with premium BRT service using combination of streets; assistance to HART to improve local, street-level bus service, support infrastructure along three major streets and one intersecting corridors between two major activity centers. *Dollar Value: \$500,000*

City of Columbus - Safe Streets for All (SS4A) Safety Action Plan - Columbus, GA

Project Manager: This project developed a comprehensive safety action plan for the City of Columbus, Georgia, Georgia's second largest city. The project included a detailed analysis of historic crash trends and close coordination with stakeholders and the public to identify safety issues and provide a framework for eliminating traffic fatalities and serious injuries on public roadways. Mr. Henry served as the project manager and was responsible for coordinating all project activities. *Dollar Value: \$1,153,300*

Cherokee County - SS4A Safety Action Plan - Cherokee County, GA (sub to Pond)

Task Manager: This project developed a comprehensive safety action plan for Cherokee County Georgia. Mr. Henry lead the Policy Recommendation Task, highlighting policy based best practices from safety programs around the country and developing recommendations for Cherokee County and the Project Development task, screening priority corridors for correctable crash trends and systemic safety needs, recommending safety countermeasures and developing planning level cost estimates. *Dollar Value: \$150,000*



Education

MA, Urban & Regional Planning,
University of South Florida

Graduate Certificate,
Transportation Systems Analysis,
University of South Florida

BA, Political Science, University
of South Florida

Years of Experience: 12

Registrations and Certifications

American Institute of Certified
Planners: 317872

Robert Modys, AICP, CNU-A

Safety and Security Planning

Mr. Modys brings 12 years of experience in transportation and urban planning. He has worked in both the public and private sectors where he has developed expertise in corridor and master planning, land use, site planning, transportation policy and public engagement. Robert leverages his expertise to help clients stay ahead of emerging mobility trends, integrate effective land use planning and create vibrant communities with safe, comfortable multimodal transportation infrastructure.

City of Sarasota - Downtown Improvement District Update - Sarasota, FL

Project Manager: The Sarasota Downtown Improvement District (DID) is a dependent special district of the City of Sarasota, created to improve the downtown core through maintenance, infrastructure and beautification projects. To support this purpose, Benesch assisted the DID in establishing mission and vision statements as well as guiding principles. To aid in implementation, Benesch identified five core focus areas, each with specific goals, strategic initiatives, action items and key performance indicators. Mr. Mody's served as Project Manager and oversaw/led all elements of this project. *Dollar Value: \$35,000*

City of Fort Lauderdale - Sidewalks Master Plan - Fort Lauderdale, FL

Project Manager: The Sidewalks Master Plan involved developing a data-driven tool for prioritizing and filling sidewalk gaps citywide. A Python-based modeling tool was developed to systematically evaluate latent sidewalk demand based on expected users identified through a public engagement process. The model was informed by spatial data representing exposure, roadway characteristics, activity generators, future land use, the availability of public transit population demographics. By utilizing a replicable and data-driven tool, the City is well-suited to prioritize current funding and stands to be highly competitive in future grant requests. Mr. Mody's served as Project Manager and oversaw/led all elements of this project. *Dollar Value: \$162,000*

Sarasota Manatee MPO - LECOM/VOTA Mobility Study - Bradenton, FL

Project Manager: The LECOM / VOTA Mobility Study aimed to enhance transportation infrastructure around two of Bradenton's major economic drivers, the LECOM Park baseball spring training facility and the Village of the Arts (VOTA) artists community. Its goals included improving traffic safety, encouraging active transportation to support economic development. The study identified and prioritized infrastructure recommendations such as alternative designs for two major corridors, constructing a bicycle boulevard, installing frequent pedestrian crossings, implementing short-term maintenance projects adding green stormwater facilities. Mr. Mody's served as Project Manager and oversaw/led all elements of this project. *Dollar Value: \$497,000*

City of Tampa - Vision Zero High Injury Network - Tampa, FL

Project Manager: This task involved reviewing 5-year serious and fatal injury crash histories by mode that occurred within the City of Tampa. Each crash was then assigned to applicable segments, with total crashes by mode weighted and scored. This data was then applied system-wide, allowing the client to identify their city's most dangerous roads, with the ability to sort by total danger, roadway jurisdiction, or roadway type. Ultimately, this information allows for staff to take a data-driven approach towards applying countermeasures and meeting the goal of zero serious injuries or deaths on Tampa's roadways. Mr. Mody's served as Project Manager and oversaw/led all elements of this project. *Dollar Value: \$25,000*



Education

Bachelor of Urban and Regional Planning, Florida Atlantic University

Years of Experience: 12

Registrations and Certifications

American Institute of Certified Planners: 31918

Congress for the New Urbanism Accredited Professional (CNU-A)

Crime Prevention Through Environmental Design (CPTED) Certification

GIS Certificate, Remote Sensing

Chris Keller, AICP

Safety and Security Planning

Mr. Keller has knowledge and applied experience in a wide range of urban and transportation planning issues, including multimodal transportation planning, complete streets, corridor planning and traffic safety. In addition to his understanding of various planning issues, he is proficient in GIS applications and database management. His experience and skill set allow him to apply creativity, energy and innovation to unique projects that have helped create multimodal transportation systems, shaping the communities of today and tomorrow.

Collier MPO - Transportation System Performance Report and Action Plan - Naples, FL

Planning Support: Benesch developed the MPO's first bi-annual system performance report, analysis of integration of reliability measures on collector and arterial roadway system, identification of gaps in data availability, analysis using FDOT Intersection Control Evaluation (ICE) procedures at select built-out intersections; development of action plan geared towards identifying programmable solutions and strategies to address congestion issues. Mr. Keller performed corridor evaluations and intersection analysis creating location specific project recommendations. *Dollar Value: \$ 157,485*

Hillsborough County MPO - Vision Zero Corridor Studies - Hillsborough County, FL

Project Manager: Benesch evaluated two of Top 20 corridors for immediate and longer-term countermeasures aimed at eliminating fatal and incapacitating injury crashes along selected corridors, including virtual public engagement strategy with informational videos, digital flyers, survey to gain additional insight into concerns of communities along corridors. Mr. Keller managed this project and was responsible for managing and production and administrative functions. *Dollar Value: \$220,000*

Hernando/Citrus MPO - Complete Streets Policy and Implementation Guidance - Hernando and Citrus Counties, FL

Project Manager: Benesch developed Complete Streets Policy language and actions and strategies to ensure that policy implemented, including review of previously-enacted Complete Streets policies and programs by state and national MPOs to provide insight into approaches the MPO could take to form and implement Complete Streets policy. Mr. Keller served as project manager responsible for all production and administrative elements of the assignment. *Dollar Value: \$75,000*

Sarasota/Manatee MPO - US 41 Multi-Modal Emphasis Corridor Gap and Safety Analysis - Sarasota and Manatee Counties, FL

Project Manager: This project consisted of the evaluation of existing MMEC program, analysis of existing conditions, safety assessments to identify opportunities to improve safety and mobility along corridor. Mr. Keller conducted corridor analysis and drafted study recommendations. *Dollar Value \$105,000*

City of Tampa - Highway Safety Improvement Program Project Justification - Tampa, FL

Assistant Project Manager: Assistance with evaluation of city's high-crash locations to identify locations for federal safety funding justification through HSIP, including pedestrian improvement project along an urban one way pair, access management improvement to install raised separators along an urban five-lane section, road diet along two-lane suburban section with roundabouts. Mr. Keller served as project manager performing technical analyses and day-to-day project management. *Dollar Value: \$150,000*



Education

BA, Geography, University of South Florida

Years of Experience: 18

Registrations and Certifications

American Institute of Certified Planners: 025559

Richard Wilson, PE, AICP

Systems Planning

Mr. Wilson is passionate about enriching communities through his work. Both a transportation planner and engineer, he seeks to find transportation solutions, both aspirational and technically sound, that support economic vitality, preserve the natural and built environment and enhance quality of life. His expertise includes traffic engineering and transportation planning with an emphasis in complete streets, geospatial analysis, data visualization and traffic operations analysis. Rich's software experience includes Power BI and web-based GIS systems.

City of Sarasota - Main Street Visioning Study - Sarasota, FL

Contract Manager/Parking Analysis Lead: Benesch led a visioning exercise for the City of Sarasota's Main Street, gathering community feedback to inform the redesign of the corridor as part of the Sarasota in Motion Transportation Master Plan. The project included evaluating current conditions, engaging stakeholders through various outreach methods and developing design concepts aimed at enhancing safety, mobility and the public realm. Mr. Wilson developed the project scope and led the parking analysis, which provided key data on parking availability and usage patterns. This analysis informed decisions on how to improve parking supply, management and accessibility on and around Main Street, ensuring that any proposed design solutions would accommodate parking needs while supporting the overall vision for enhanced walkability. *Dollar Value: \$25,000*

FDOT District 7 - Corridors and Concept Development - Tampa, FL

Deputy Project Manager: Benesch provided planning, concept development and design services for multimodal mobility and minor capacity projects. Current work includes alternative development for the Adamo Drive Corridor in Tampa as well as preliminary design for a shared use path along SR 60 (Gulf-to-Bay Boulevard) in Clearwater. Mr. Wilson is responsible for day-to-day production management of this project. *Dollar Value: \$3,000,000*

FDOT District 1 - SR 776 Corridor Planning Study - Charlotte County, FL

Project Engineer: Mr. Wilson served as project engineer for the corridor planning study along 16.5-mile section of SR 776 between the Sarasota County Line and US 41 in Charlotte County, FL. The objective of the study was to identify and prioritize short-term, mid-term and long-term improvements based upon safety, operational and multi-modal capacity needs. As part of this effort, he led the development of safety recommendations to address documented crash trends, as well as enhance bicycle and pedestrian accommodations at study area intersections. *Dollar Value: \$75,000*

Hillsborough TPO - Plant City Canal Trail Feasibility Study - Plant City, FL

Project Manager: Mr. Wilson managed a feasibility study on behalf of the Hillsborough TPO for the development of a trail through Plant City. This included investigating alignment alternatives that limit impacts to private property and environmental resources while improving connections for underserved communities to vital services and community resources. *Dollar Value: \$225,000*

Prior to joining Benesch, Mr. Wilson's experience includes:

City of Naples - Downtown Mobility and Connectivity Study - Naples, FL

Transportation Planner: Mr. Wilson served as Transportation Planner for the development of a mobility plan and associated concept plans in Downtown Naples that promote economic development and enhance mobility and safety for all modes of travel. The plan prepared provided short and long-term transportation improvement recommendations for Downtown Naples that supported more walkable neighborhoods and streets, which enabled safe access for all users with a wide range of housing and job types. *Dollar Value: \$150,000*



Education

MS, Civil Engineering, Georgia Institute of Technology

Master of City and Regional Planning, Georgia Institute of Technology

BS, Civil Engineering, University of Florida

Years of Experience: 13

Registrations and Certifications

Professional Engineer:
FL: 84377

American Institute of Certified Planners: 029190

Jacob Buchanan

Systems Planning

Mr. Buchanan is a dedicated urban planner with two years of experience in transit planning. Jacob has contributed to various projects that enhance urban environments and improve public spaces. With a strong foundation in land use planning and environmental impact assessments, Mr. Buchanan effectively collaborates with multidisciplinary teams to deliver innovative solutions that align with community goals and regulatory requirements. Jacob is proficient in using planning tools and software to analyze data and create comprehensive plans that address both the current and future needs of urban areas

Gainesville Regional Transit Service - Transit Route Restoration Study - Gainesville, FL

Planner: Benesch is in the process of preparing a Transit Route Restoration Plan (TRRP) to assess the operational performance of the fixed route transit network and other transit-related services operated by RTS. Outcomes from this plan will feed directly into the upcoming TDP effort and focus on recommendations to improve operational efficiencies and mobility options for residents and visitors. The TRRP will serve as the catalyst for potential service changes to restore and revive RTS's transit ridership to pre-pandemic levels. Mr. Buchanan performed technical analyses for this project. *Dollar Value: \$297,000*

City of Greenville - Transit Development Plan - Greenville, OH

Planner: Benesch is preparing Greenville Transit System's (GTS) first TDP to identify strategies to more efficiently provide rural transit services to county residents outside of the city limits, address GTS' aging fleet and enhance coordination of regional trips for necessary medical services. Mr. Buchanan performed technical analyses for this project.

Dollar Value: \$80,000

Gallia County - Transit Development Plan - Greenville, OH

Planner: Benesch is preparing the first TDP for Gallia County Jobs and Family Services (GCJFS), which will focus on initiating new transit services to meet the growing transportation need in the county. This TDP will also include an operations plan, fare structure and implementation framework. Mr. Buchanan performed technical analyses. *Dollar Value: \$65,000*

City of Brownsville - Microtransit and Operations Analysis - Brownsville, TX

Planner: The Brownsville Microtransit project, led by Benesch, focuses on enhancing the city's transit network through the integration of a mobility-for-all microtransit service. This initiative aims to redefine existing fixed route and paratransit services to be more efficient and cost-effective. Benesch's team, with extensive experience in microtransit design and deployment, will manage the project, ensuring high-quality deliverables and meeting the city's standards. The project will leverage local knowledge and technological expertise to connect underserved communities to job centers, addressing the unique challenges of Brownsville as a border city. The redesigned transit network will improve access to key services, reduce travel times and lower costs, specifically catering to ADA-eligible persons and complying with FTA regulations. Mr. Buchanan performed technical analyses. *Dollar Value: \$300,000*

Lee County MPO - SUN Trail Feasibility Study - Fort Myers, FL

Planner: As a subconsultant to the team selected by the Lee County MPO and City of Fort Myers, Benesch was tasked with gathering and reporting existing travel conditions within the project Study Area. Using travel characteristics captured through the Replica Places data platform, travel characteristics within the project and through the project study were summarized to identify patterns and route preferences. As an analyst level planner, Mr. Buchanan was responsible for assessing travel demand and sociodemographic data, developing visuals and shapefiles and compiling draft and final deliverables.

Dollar Value: \$25,000



Education

Masters, City and Regional Planning, The Ohio State University

BS, Geography, Ohio University

Years of Experience: 2

Martha Moore, PE, PTOE, RSP1

Sub-Area/Corridor Planning

Throughout her 36-year career, Ms. Moore has focused on multimodal transportation planning and traffic engineering in both urban and rural settings. She has been instrumental in shaping communities through corridor planning and implementation studies and works to improve transportation infrastructure and enhance safety for all users. Her expertise includes corridor analysis, safety studies, traffic operations and growth management. Her strong public engagement skills and expert testimony experience further contribute to the success of projects.

North Florida TPO - General Consulting Services Corridor Studies - Jacksonville, FL

Project Manager: Benesch provides planning and production support associated with the Unified Planning Work Program (UPWP). As part of this effort, Benesch developed three corridor studies within the City of Jacksonville which focused on providing multimodal facilities and safety improvements in underserved areas. Each study included a review of existing conditions, crash analysis and recommendations and concept development roll plot. Other studies have included operational and access management recommendations, intersection and grade separation concepts and complete streets improvements. Ms. Moore provides oversight and management of the contract and projects, task orders, including development of scopes and staff hour estimates, monthly tracking and progress reports and coordination with the TPO PM. *Dollar Value: \$1,500,000*

Cook County Department of Transportation and Highways - Pulaski Road/Crawford Avenue - Cook County, IL

Safety Analysis: Benesch is completing a Phase I preliminary engineering study for improvement of Pulaski Road/Crawford Ave from 159th Street to 127th Street in Cook County. The project is evaluating alternatives for four-miles of suburban arterial roadway including replacement of a 300-ft steel truss structure over the Cal-Sag Channel, intersection improvements, drainage improvements and complete street improvements including new sidewalks and bicycle facilities. As the prime consultant, Benesch is responsible for environmental, traffic, roadway and structural studies required to obtain Phase I approval. The project involves a robust public outreach process engaging five south-suburban municipalities and Cook County Forest Preserve, MWRD, Illinois Tollway and other local stakeholders. Ms. Moore was responsible for crash analysis, countermeasure selection, documentation and QA/QC. *Dollar Value: \$3,084,000*

Kane County - Randall Road Multimodal Improvement Study - Kane County, IL

Safety Assessment: The Kane County DOT identified a mobility challenge in its major arterial corridor along Randall Road. Benesch was selected for a Phase I to provide multimodal improvements. The project started with a concept study phase, which evaluated existing conditions, including a safety assessment and development of a proposed multimodal network with feasible alternatives for the eight-mile corridor. The improvements will be prioritized and Benesch will complete the Phase I/II for federally funded sections and design for locally funded sections. Ms. Moore completed the safety assessment and supported the proposed network alternatives development. *Dollar Value: \$735,000*

FDOT District 2 - SR 202/J. Turner Butler Blvd Planning Corridor Study - Jacksonville, FL

Project Manager/Traffic Lead: Benesch developed recommendations for this high volume, high-speed corridor located in a densely populated area of Jacksonville. Challenges include closely spaced interchanges, high crash rates, sensitive environmental areas and regulatory issues. Tasks include an Existing Conditions Summary, development of design traffic, historic and predictive safety analysis, O-D and Travel Time Reliability studies and concept development. The study identified both short-term (TSM&O, spot improvements at interchanges) and long-range options for improvements that can be developed into viable projects for the FDOT Work Program. Ms. Moore's responsibilities include contract oversight and development of task work orders, coordination with FDOT and consultants, existing conditions and alternatives analysis, concept development and documentation. *Dollar Value: \$408,000*



Education

BCE, Civil Engineering, Georgia Institute of Technology

BS, Physics, Jacksonville (FL) University

Years of Experience: 36

Registrations and Certifications

Professional Engineer:

FL: 49334

GA: 037669

Professional Traffic Operations Engineer: 4202

Certified, FDOT Advanced Maintenance of Traffic/TTC: 631087

Road Safety Professional 1: 812

Ennis Davis, AICP

Sub-Area/Corridor Planning

Through his involvement in urban and transportation planning, Mr. Davis has his finger on the pulse of emerging trends and technological changes in the transportation industry. He brings over 20 years of experience in the transportation, land planning and architectural design fields and has served as a project manager and urban planner on numerous projects that involved transportation planning, land use and zoning entitlements, planning studies, architectural design and construction throughout Florida and Southeast Georgia. Mr. Davis is the author of *Reclaiming Jacksonville, Images of Modern America: Jacksonville* and *Cohen Brothers: The Big Store*.

FDOT District 2 - SR 202/J. Turner Butler Blvd. Planning Corridor Study - Jacksonville, FL

Senior Planner: Benesch developed recommendations for this high volume, high-speed corridor located in a densely populated area of Jacksonville. Challenges include closely spaced interchanges, high crash rates, sensitive environmental areas and regulatory issues. Tasks include an Existing Conditions Summary, development of design traffic, historic and predictive safety analysis, O-D and Travel Time Reliability studies and concept development. The study identified both short-term (TSM&O, spot improvements at interchanges) and long-range options for improvements that can be developed into viable projects for the FDOT Work Program. Mr. Davis' responsibilities included data collection and existing conditions analysis including corridor design plans, pavement conditions and ArcGIS mapping and analysis. *Dollar Value: \$408,000*

North Florida TPO - General Consulting Services Corridor Studies - Jacksonville, FL

Senior Planner: Benesch provides planning and production support associated with the Unified Planning Work Program (UPWP). As part of this effort, Benesch developed three corridor studies within the City of Jacksonville which focused on providing multimodal facilities and safety improvements in underserved areas. Each study included a review of existing conditions, crash analysis and recommendations and concept development roll plot. Locations include 8th St, Myrtle Ave and Rogero Rd. Mr. Davis provided existing conditions data, developed alternative typical sections and oversaw concept development. *Dollar Value: \$1,500,000*

City of Jacksonville - 2030 Multimodal Transportation Study/Mobility Fee Study - Jacksonville, FL

Lead Planner: This study developed a multimodal transportation plan consisting of roadway, transit, bicycle, pedestrian and transportation system management/Intelligent Management System (ITS) improvements. These improvements were integrated with land use and pedestrian scale development changes that supported multimodal transportation options and the reduction of vehicle miles traveled and greenhouse gas emissions. As part of the study, multimodal improvements were identified that alleviated future transportation deficiencies with respect to guiding principles of the City of Jacksonville's adopted community visioning goals. Mr. Davis' involvement included the identification of socioeconomic constraints, obstacles impacting the constructability of recommended multimodal improvements within the plan. Additional tasks include calculating \$50 million in LRE cost estimates for 168 miles of identified bicycle and pedestrian projects needed to meet the City's development patterns through horizon year of 2030. *Dollar Value: \$132,000*

City of Jacksonville - Context Sensitive Streets Design Guidelines - Jacksonville, FL

Project Manager: Mr. Davis served as project manager responsible for developing a document, associated graphics and street cross sections that redefined policy for the design of the local street network within the urban core of the City of Jacksonville. Guidelines focused on an approach to roadway planning, design and street operation to meet regional transportation goals, while enhancing neighborhoods, embracing multimodal transportation options and considering adjacent land uses. *Dollar Value: \$82,000*



Education

BA, Architecture, Florida A&M University

Years of Experience: 24

Registrations and Certifications

American Institute of Certified Planners: 02622

Catherina Hartley, AICP, CNU-A

Sub-Area/Corridor Planning

Ms. Hartley is an award-winning planner with over two decades of public and private sector planning experience. She has managed and contributed to two Land Development Code updates, three Comprehensive Plan updates and authored dozens of comprehensive plan and code amendments. Examples include a new Waterfront Mixed Use category for the City of Fernandina Beach, model “Livable Communities” policies and code language for ‘Forward Pinellas’ that were subsequently adopted by multiple jurisdictions, “Peril of Flood Act” policies for the City of Bradenton and Pasco County, a parking code update for Pasco County, “missing middle” housing code and policies for the Cities of Clearwater and Tampa and many others. She holds a certificate from the Form Based Code Institute and has experience implementing and amending Bradenton’s form-based SmartCode.

Collier County - Town Conversion Concept - Collier County, FL

Project Manager: Benesch reviewed development patterns and related policies and regulations in Collier County’s Rural Lands Stewardship Area (RLSA), which aims to promote preservation of environmentally sensitive and agricultural lands by using “Smart Growth” development principles. Ms. Hartley conducted research and analysis, drafted comprehensive plan and land development code recommendations and directed PlusUrbia to create site concepts that provided Collier County with a series of best practices that could be incorporated in development review and site plan approval phases. *Dollar Value: \$150,000*

Pasco County - Parking Regulations - Pasco County, FL

Project Manager: Pasco County contracted Benesch to update the county’s minimum off street parking ratio standards in the land development code. To help guide the discussion with staff and elected officials, Ms. Hartley developed a decision tree that provided three options: Eliminate parking requirements in their entirety, reduce the existing minimums or establish parking maximums. The county opted for parking maximums and Ms. Hartley drafted and presented the subsequent code amendment to stakeholders and the County’s Planning Commission. *Dollar Value: \$50,000*

City of Tampa - Citywide Housing Assessment - Tampa, FL

Project Manager: The City of Tampa contracted Benesch to assess whether the city’s comprehensive plan and land development code and zoning map were sufficient to accommodate the city’s future housing needs, especially affordable housing. The city’s plan and zoning were short several thousand units of what it is required to accommodate under Florida Statutes. Ms. Hartley conducted a scenario planning exercise to determine where and what type of housing would be appropriate based on the neighborhood’s context. Recommendations to the city’s comprehensive plan and land development code included adding gentle “missing middle” density in the city’s historic streetcar suburbs, allowing cottage courts in single-family zoned areas and increasing density and housing choice along the city’s current transit corridors. *Dollar Value: \$333,300*

Hillsborough County Planning Commission - Affordable Housing Density Bonus Study - Hillsborough County, FL

Project Manager: Hillsborough County experienced 42% population growth from 2000 to 2019, with unincorporated areas experiencing the most growth at a rate of over 22%. The county lost almost as many affordable housing units than it gained over the preceding 20 years due to expiring affordability periods and demolition of older projects. There was a gap of 11,270 units needed, which is projected to triple over the next 20 years. To address this issue, the Hillsborough County City-County Planning Commission partnered with Benesch to evaluate the County’s Affordable Housing Density Bonus Policies and Land Development Code language and make recommendations based on best practices, market analysis and interviews with peer local governments and affordable housing developers. Mr. Hartley served as project manager and recommended policy and code changes that were developed using a pro-forma and site design based approach. *Dollar Value: \$75,000*



Education

MS, Planning, Florida State University

BS, Interdisciplinary Social Science, Florida State University

Undergraduate Certificate in Planning Studies, Florida State University

Years of Experience: 22

Registrations and Certifications

American Institute of Certified Planners: 20874

Congress of the New Urbanism Accredited Professional (CNU-A)

FEMA NIMS ICS 100, 200, 300, 400, 700 and 800

Form Based Code Institute Certificate (101, 201, 301)

Steve Infanti, AICP

Transportation Statistics

Steve is a certified planning professional with experience in transportation planning and GIS applications, including travel demand modeling using Cube Voyager models and mapping, geodatabase design and geospatial analysis using ESRI ArcGIS. He has conducted numerous traffic impact studies, general traffic analysis, freight corridor screenings, crash data analysis and other similar projects.

Pasco County MPO - Buildout Model Development and Corridor Preservation Update - Pasco County, FL

Project Manager/Sr. Planner: This project involved the review and update to reflect changes since the development of original plan; review and modifications to typical roadway cross-sections to determine how much right-of-way needed to be reserved for future use; development of new buildout model based on latest version of Tampa Bay Regional Planning Model. Mr. Infanti was the travel demand modeler for this project. *Dollar Value: \$85,000*

Hernando/Citrus MPO - Good Neighbor Trail Alternatives Analysis - Hernando/Citrus Counties, FL

Planning Support: This project involved the development of trail alignment scenarios; technical analysis and review through extensive public outreach to identify the community-preferred alignment to complete "Brooksville Gap" segment of Florida Coast-to-Coast Trail. Mr. Infanti was the travel demand modeler for this project. *Dollar Value: \$118,000*

Collier MPO - 2040 Long Range Transportation Plan Amendment - Collier County, FL

Task Manager: Benesch analyzed the impacts to cost-feasible LRTP based on revised growth assumptions of major planned development, including review of countywide growth projections through 2040, reallocation of future growth, development of transportation alternatives, modeling of performance of transportation system. Mr. Infanti was the travel demand modeler for this project. *Dollar Value: \$30,630*

Collier County - Town Conversion Concept - Collier County, FL

Senior Planner: The project analyzed travel demand modeling services to support land use reallocation and redistribution analysis; modification of District 1 Regional Planning Model travel demand model, development of model scenarios to estimate and compare future traffic conditions in eastern Collier County, summary of model outputs, including area volume forecasts, identification of impacts, redistribution of traffic patterns under various future build conditions. Mr. Infanti was the travel demand modeler for this project. *Dollar Value: \$150,000*

City of Sarasota - Traffic Impact Studies, Circulation Reviews and Analysis - Sarasota, FL

Senior Planner: Benesch is providing ongoing transportation engineering services, including 100+ projects; conducted traffic impact analyses for development proposals, neighborhood traffic and traffic calming studies, roundabout analyses, parking analyses, traffic data collection, development of Transportation Concurrency Exception Area (TCEA), development of city-wide transportation system inventory and level of service analysis database. Mr. Infanti performs all components of traffic impact studies. *Dollar Value: \$200,000*

City of Sarasota Parking Division - City of Sarasota Parking Study - The Bay Project and Rosemary District - Sarasota, FL

Sr. Planner: Analysis of parking demand for proposed new Van Weezel Performing Arts Center, estimation of number of parking spaces required for proposed on-site parking facility, inventory of existing and proposed off-site parking available for shared-use during events. Mr. Infanti provided travel demand modeling services. *Dollar Value: \$98,000*



Education

Graduate Certificate, GIS Applications Specialist, Sault College, ON

BA, Geography, Laurentian University

Years of Experience: 23

Registrations and Certifications

American Institute of Certified Planners: 022648

Juan Butler, GISP

Transportation Statistics

Mr. Butler has an extensive background in the public sector where he successfully implemented enterprise geospatial information system solutions. He has experience in the development of applications and services using the latest geospatial technologies to promote integration of geospatial information and applications into various business center systems and served as Development Lead in large-scale business system implementations and enterprise system integration. He has experience in multi-jurisdictional projects and inter-governmental agreements as they pertain to technologies that promote data sharing and open systems.

City of Treasure Island - GIS Web Portal - Treasure Island, FL

Lead Developer: Benesch provided the development of Web-based portal application and tools to assist City staff to provide mechanism for employees to view GIS data being captured by GIS group and provide ability for users to link key department files to features within a map. Mr. Butler developed the application. *Dollar Value: \$55,000*

FDOT District 7 - Safety Studies and Minor Design - Tampa Bay, FL

Lead Developer: Mr. Butler's role consisted of the developing a web portal for staff to upload and maintain project data. The project data obtained includes safety studies, traffic counts, service requests, as well as integration into a web based crash data system. Staff can analyze and report on the information stored in the project database. This portal supports safety education and enforcement activities and systemic countermeasures approaches. *Dollar Value: \$5,000,000*

FDOT District 2 - Web-Based Crash Management/Analysis System - Various Counties, FL

Lead Developer: Mr. Butler developed a Web-based Crash Data Management System for FDOT District 2. Crash data were imported from FDOT crash data system into a fully functional, enterprise GIS database so users can access information from a standard web browser. The application used GIS to provide mapping, reporting and analysis needed by users. Developed series of tools that allowed staff to analyze crashes and view trends that occurred throughout the state road network. *Dollar Value: \$200,000*

Sarasota/Manatee MPO - Project Prioritization Webtool - Sarasota and Manatee Counties

Lead Developer: Mr. Butler developed a web-based application for the Sarasota/Manatee MPO to enhance regional transportation planning. The system enables local governments to evaluate project eligibility, submit applications electronically and provides the MPO with consolidated data to prioritize projects for FDOT funding. By integrating multiple data sources and incorporating an interactive mapping interface, the tool streamlines decision-making and supports long-range transportation objectives. *Dollar Value: \$119,000*

Forward Pinellas - Crash Data, Traffic Counts and Level of Services Database Program - Pinellas County, FL

Lead Developer: The Benesch approach was to build a relational database for the storing and management of all traffic and roadway data. This includes traffic crashes, traffic counts, roadway characteristics information, traffic count locations and all related information that helps in generating the types of reporting needed to make decisions for our clients. Mr. Butler performed all components of traffic impact studies. *Dollar Value: \$112,000*

FDOT D7 - Bicycle/Pedestrian Access to Transit - Tampa Bay, FL

Lead Developer: Mr. Butler designed and developed a SharePoint site that allowed for multi-jurisdictional access to project related documents and incorporated a mapping interface that displayed locations of field reviews and engineering studies. This allowed participants to quickly access information and identify and evaluate potential improvements. *Dollar Value: \$1,500,000*



Education

BA, Geography/GIS, University of Florida

Years of Experience: 26

Registrations and Certifications

Geographic Information Systems Professional: 91751

Technical Skills

ArcGIS Server 10.x, 9.x, ArcGIS Desktop, ArcSDE

NET Framework (C#), ASP, NET (C#.NET), WCF, VB.NET, Silverlight, AJAX.NET

HTML, HTML 5, XML, AJAX, JavaScript, JQuery, Visual Basic

Oracle Database Administration with Oracle Certificates, Oracle Spatial

Crystal Reports and Crystal Enterprise

SQL Server

Microsoft IIS, Apache/Tomcat, Windows Server 2000-2012

Android Development, Java Eclipse, Google Maps API for Android

Asela Silva, AICP

Transit Planning

Asela offers extensive experience in transportation planning, with a focus on public transportation. He has managed or played a major role in the transit and long range transportation planning for metropolitan areas and transit systems throughout Florida and has been a major contributor to transit development plans prepared for Hillsborough Area Regional Transit (HART), Pinellas Suncoast Transit Authority (PSTA), Pasco County Public Transportation (PCPT), SunTran, LeeTran, Collier Area Transit (CAT) and Hernando, Lake and Indian River counties. He also played a major role in developing long range transit elements for Lee, Charlotte, Pasco and Hernando counties and transit funding studies conducted for the Lee County MPO, the St. Lucie Urban Area MPO and the Hernando County MPO. Other areas of experience include transit operations plans, transit corridor studies, regional and local congestion management studies, BRT feasibility assessments, transit site evaluation studies and transportation elements in county comprehensive plans.

Lee County Transit (LeeTran) - Transit Development Plan Major Update - Lee County, FL

Project Manager: Mr. Silva led the effort to update LeeTran's TDP through 2030. The process included the documentation of study area conditions and demographic characteristics, evaluation of existing transit services, development of a situation appraisal and needs assessment and preparation of 10-year financial plan. The effort emphasized building consensus, educating decision-makers about transit service options and deploying activities to engage more stakeholders and reach more potential riders. *Dollar Value: \$265,000*

City of Round Rock - Mobility-on-Demand (MOD) Service Design - Round Rock, TX

Project Manager: Benesch was engaged by the City of Round Rock to define and develop a mobility on demand (MOD) service. The study involved assessing existing transit and paratransit services, defining concept of operations for on-demand service and assessing the feasibility of implementing MOD service. The study developed strategies for changes to the fixed route network, developed an MOD service concept and operating requirements and resulted in the City procuring a vendor to operate its new MOD services. Mr. Silva provided technical route analysis. *Dollar Value: \$49,600*

FDOT Central Office - Transit Development Plan Guidance Handbook Update - Tallahassee, FL

Project Manager: Mr. Silva led the update of the statewide handbook for preparing TDPs, following previous participation to complete the 2009 update, including development and conduct of TDP training for local transit and planning agencies in all seven FDOT Districts. The latest update included revisions to better provide simpler and clearer guidance for transit agencies on required and best practice elements for Florida TDPs, practical guidance for leveraging opportunities and addressing constraints when developing plans, development of phased toolbox of techniques/approaches for effective public engagement, tips and key points for efficiently completing key TDP elements and innovative ways to save time/resources while achieving same or better results. *Dollar Value: \$169,000*

Pasco County MPO/Pasco County Public Transportation (PCPT) - Transit Accessibility, Sidewalk Infrastructure and Park-and-Ride Planning - Pasco County, FL

Project Manager: This project included preparation of park-and-ride chapter for PCPT transit infrastructure manual, development of conceptual vision for future park-and-ride facilities, assessment of accessible paths to bus stops and developing improvement recommendations, identification of sidewalk and crosswalk gaps. Mr. Silva managed the study of connectivity between bus stops, development of portable data collection device to ensure that complete information received for each stop was accurately determined, recommendations for relocation of several stops and identification of associated costs to bring areas into compliance with ADA. *Dollar Value: \$119,000*



Education

MA, Economics/
Transportation Planning,
University of South Florida

BS, Mathematics, University of
Colombo, Sri Lanka

Years of Experience: 27

Registrations and Certifications

American Institute of Certified
Planners: 021871

Randy Farwell

Transit Planning

Mr. Farwell has nearly 40 years of experience in transportation and transit planning, operations and management, including BRT, bus, commuter rail, light rail, Flex, human service and mobility-on-demand (MOD) services. He develops transit service, system redesign, TDPs, COAs, corridor studies, NEPA and FTA documentation and the application of technology to real-time transit services. He served as Director of Planning at the Central Florida Regional Transportation Authority (LYNX) and Planning Manager at the Potomac & Rappahannock Transportation Commission. He was also instrumental in the start-up of the Virginia Railway Express commuter rail (1992) and developed OmniLink Flex, the first technology based Flex service (1994). Randy has pioneered applications of technology to transit scheduling, planning, on-demand operations. The Community Transportation Association of America named Randy one of 15 Innovators in Transportation in 2015.

Collier MPO - Collier Area Transit Fare Study - Collier County, FL

Senior Transit Specialist: Benesch conducted a detailed analysis of Collier Area Transit's fixed-route, ADA and Transportation Disadvantaged fare structures. Benesch prepared and evaluated detailed fare change scenarios (using a locally-derived elasticity model) and corresponding policies to balance potential ridership impacts with the additional fare revenue necessary to maintain existing services due to increasing operating costs. This study included the application of behavioral economics in modeling the likely changes in rider behavior resulting from a range of fare structure and policy changes. This approach provided a more nuanced assessment of likely impacts on ridership and revenue. The study also incorporated transit rider input into selecting the final fare structure scenario, which was adopted and implemented in October 2018. Mr. Farwell served as technical advisor on this project. *Dollar Value: \$85,000*

Hillsborough Transit Authority (HART) - Transit Development Plan & Comprehensive Operational Analysis - Hillsborough, FL

COA Task Manager: Benesch led the major Update of 10-year TDP and Comprehensive Operational Analysis (COA) for Hillsborough Area Transit Authority (HART). Benesch developed practical and implementable plan that reflects near-term vision for HART's growth and improvement. Included detailed performance assessment of existing transit services to identify opportunities to increase efficiency and effectiveness. Mr. Farwell was the task leader for the COA task. *Dollar Value: \$100,000*

Sarasota County Transit - Fixed-Route Service Optimization Study - Sarasota County, FL

Project Manager: Mr. Farwell led the redesign and optimization of Sarasota County's fixed route network. The team identified and designed mobility-on-demand (MOD) service areas and services to serve ADA and general public demand in areas with low density of demand and poor fixed route performance. Service schedules and run cuts also were prepared. A TaaS provider was selected and the redesigned transit network and new MOD services were launched June 2021. Since, ridership on the new MOD service exceeds 30,000 per month and it has created a shift by ADA passengers to MOD, increased fixed route ridership and reduced cost per trip. *Dollar Value: \$125,000*

Gainesville Regional Transit Service - Transit Route Restoration Study - Gainesville, FL

Project Manager: Benesch is in the process of preparing a Transit Route Restoration Plan (TRRP) to assess the operational performance of the fixed route transit network and other transit-related services operated by RTS. Outcomes from this plan will feed directly into the upcoming TDP effort and focus on recommendations to improve operational efficiencies and mobility options for residents and visitors. The TRRP will serve as the catalyst for potential service changes to restore and revive RTS' transit ridership to pre-pandemic levels. Mr. Farwell directed service design, costing/cost sharing and negotiations support between the City and the university. *Dollar Value: \$296,500*



Education

Master of Urban & Regional Planning, Virginia Tech

BS in Urban Studies, Texas Christian University

Years of Experience: 39

Kayla Huetten, AICP

Transit Planning

Ms. Huetten is an transit planner with five years of experience in transit development and master planning, transit feasibility studies and bus stop accessibility and connectivity studies, with roles including socioeconomic data and trends analysis, transit system performance evaluation, public involvement, situation appraisal and transit technology research. She most recently served as a planner on the Polk TPO/Citrus Connection TDP Major Update and has worked on numerous transit development plans throughout Florida.

FDOT Central Office - Transit Development Plan Guidance Handbook Update - Tallahassee, FL

Planner: Ms. Huetten provided planning services for this update of the statewide handbook for preparing TDPs, following previous participation to develop 2003 inaugural TDP guidance manual and a 2009 update, including development and conduct of TDP training for local transit and planning agencies in all seven FDOT Districts. Project elements include revisions to better provide simpler and clearer guidance for transit agencies on required and best practice elements for Florida TDPs, practical guidance for leveraging opportunities and addressing constraints when developing plans, development of phased toolbox of techniques/approaches for effective public engagement and developing tips/key points for efficiently completing key TDP elements, innovative ways to save time/resources while achieving same or better results. *Dollar Value: \$169,000*

Lee County Transit (LeeTran) - Transit Development Plan Major Update - Lee County, FL

Planner: This project was an update of LeeTran's TDP major update through 2030. The effort included the documentation of study area conditions and demographic characteristics, evaluation of existing transit services, development of situation appraisal and needs assessment and preparation of a 10-year financial plan. The updated plan emphasized on building consensus for the future, educating decision-makers about service options and deploying activities to engage more stakeholders and reach more potential riders. Ms. Huetten was a task leader responsible for technical analyses and documentation. *Dollar Value: \$265,000*

Hernando/Citrus MPO - Transit Development Plan Major Update - Hernando County, FL

Planner: This was a major update to TDP, emphasizes transit improvements such as addition of Sunday service, extending hours for existing services, need for microtransit, regional connections, capital needs including shared park-and-ride facilities, improved bus stop infrastructure. Ms. Huetten was a task leader responsible for technical analyses and documentation. *Dollar Value: \$112,000*

Tampa Bay Area Regional Transit Authority (TBARTA) - Envision 2030 Regional Transit Development Plan - Tampa, FL

Planner: This project involved the development of the agency's first Regional TDP, which is intended to be a strategic guide for TBARTA and partner agencies for transit in the five-county Tampa Bay region for FYs 2021-2030. There was a focus on establishing organizational and financial strategy for future growth and facilitating regional coordination with other transit operators. Ms. Huetten was a task leader responsible for technical analyses and documentation. *Dollar Value: \$230,000*

Sarasota County Area Transit - Route Network Optimization/MOD Design - Sarasota, FL

Planner: This project included the redesign and optimization of SCAT's fixed-route network. The team identified and designed mobility-on-demand (MOD) service areas and services to serve ADA and general public demand in areas with low density of demand and poor fixed-route performance. Expected to yield \$600k in net operating cost savings, a MaaS provider was selected and the redesigned transit network and new MOD services were launched June 2021. Ms. Huetten performed technical analyses. *Dollar Value: \$125,000*



Education

MS, Urban and Regional Planning, University of South Florida

BS, Sustainability and the Built Environment, Minor in Innovation, University of Florida

Years of Experience: 7

Registrations and Certifications

American Institute of Certified Planners: 34678

Christopher Wolf, AICP, LEED GA

Transit Planning

Mr. Wolf is a planner with a diverse range of experience, specializing in assisting with transit development plans across the nation. He brings a working knowledge of ArcGIS, Microsoft Office, SketchUp, IBM SPSS and LEED Online.

Gainesville Regional Transit Service - Transit Route Restoration Study - Gainesville, FL

Planner: Benesch is in the process of preparing a Transit Route Restoration Plan (TRRP) to assess the operational performance of the fixed route transit network and other transit-related services operated by RTS. Outcomes from this plan will feed directly into the upcoming TDP effort and focus on recommendations to improve operational efficiencies and mobility options for residents and visitors. The TRRP will serve as the catalyst for potential service changes to restore and revive RTS' transit ridership to pre-pandemic levels. Mr. Wolf performed technical analyses. *Dollar Value: \$296,500*

Broward County Transit - Transit Development Plan - Broward County, FL

Planner: Benesch assisted Broward County Transit with the development of its 2013 10-year transit development plan. In light of an upcoming referendum including transit funding, the TDP's financial plan clearly illustrated the funding necessary to continue to operate the current services in the future as well as the funding necessary for the addition of various improvements. The plan also focused heavily on ridership projections developed using the Transit Boardings Estimation and Simulation Tool (TBEST). Significant public outreach was undertaken throughout the project. Mr. Wolf performed technical analyses and mapping. *Dollar Value: \$430,000*

NCDOT - Statewide Locally Coordinated Plan

Planner: Benesch was contracted with the North Carolina Department of Transportation (NCDOT) Integrated Mobility Division (IMD) to prepare an update of the Statewide Locally Coordinated Plan. This plan supports the funding of programs and services in non-urbanized areas of the state through Federal Transit Administration's (FTA) 5310 program and NCDOT's Rural Operating Assistance Program (ROAP). This effort includes assessing transportation needs for 5310-eligible individuals, preparing an inventory of available services, identifying service and coordination gaps, prioritizing identified implementation strategies and engaging private and nonprofit transportation and human services providers, along with members of the public including individuals with disabilities, older adults and people with low incomes. Mr. Wolf provided technical analysis services. *Dollar Value: \$150,000*

NCDOT IMD - Regional Transit Pilot Studies -Greater Rocky Mount, Greenville & Wilson Area Regional Transit Plan - Rocky Mount, NC

Planner: With communities in North Carolina becoming more socio-economically diverse and regionally connected, planning for public transportation needs in a consistent and coordinated manner is more important than ever. Benesch has partnered with the North Carolina Department of Transportation (NCDOT) Integrated Mobility Division (IMD) to support several pilot studies that will complete Regional Transit Plans for selected Coordinated Regions. The Rocky Mount, Greenville, & Wilson Area pilot study covers Beaufort, Bertie, Edgecombe, Halifax, Hertford, Martin, Nash, Northampton, Pitt and Wilson counties. Mr. Wolf provided technical support. *Dollar Value: \$150,000*

Palm Tran - Bus Stop Analyses and ADA Inventory - West Palm Beach, FL

Planner: This multi-phased set of task orders involved a desktop assessment of over 2900 bus stops. The project team examined stop level amenities, ridership, spacing, land use, safety, pedestrian infrastructure. The analysis identified opportunities for bus stop consolidation as well as prioritizing stops for amenities based on a set of bus stop typologies. The recommendations for consolidation and for bus stop typology assignments were based on methodologies we developed using industry best practices. Mr. Wolf provided technical support. *Dollar Value: \$50,000*



Education

MS, Urban & Regional Planning,
University of Florida

BS, Sustainability and the Built
Environment, University of
Florida

Years of Experience: 2

Registrations and Certifications

American Institute of Certified
Planners: 36480

LEED GA: 11425152

Sarah Goolsby, AICP, GISP

Transportation Disadvantaged Planning

Ms. Goolsby offers over 16 years of experience with transit planning, transportation disadvantaged services, transit asset management and spatial analysis. Since joining Benesch, Ms. Goolsby has assisted with developing alternatives evaluation methodologies, survey analysis and GIS support on a variety of transit projects. She also has significant knowledge of federal and state regulations from completing Title VI/Limited English Proficiency (LEP) Programs and Transit Asset Management (TAM) Plans for Florida transit agencies.

Collier MPO - Transit Fare Study - Collier County, FL

Task Manager: Benesch provided detailed analysis of CAT fixed-route, ADA and TD fare structures; preparation/evaluation of detailed fare change scenarios and corresponding policies to balance potential ridership impacts with additional fare revenue necessary to maintain existing services due to increasing operating costs; incorporation of transit customer input into selecting final scenario for adoption by Board of County Commissioners. Ms. Goolsby was a task leader and provided document support. *Dollar Value: \$86,000*

Pasco County MPO - Transportation Disadvantaged Service Plan Update - Pasco County, FL

Project Manager: Ms. Goolsby served as the project manager for Benesch who assisted the MPO in conducting the annual update to the TDSP as required by the Florida CTD. This included updating the required elements, such as the needs assessment, goals and objectives and Service Plan section. *Dollar Value: \$21,500*

Hillsborough MPO - Transportation Disadvantaged Service Plan - Hillsborough County, FL

Project Manager: Benesch provided assistance to MPO staff with public involvement program to determine potential gaps in existing transportation services supporting TD community. Ms. Goolsby was the project manager for this update of TDSP based on current demographic data and financial information, preparation for/attendance at meetings with stakeholders, preparation of final TDSP report. *Dollar Value: \$21,500*

Fayetteville Area System of Transit (FAST) - Title VI Analysis & Support - Fayetteville, NC

Senior Advisor: FAST is conducting a formal fare equity analysis to understand potential impacts of a fare increase to the current ridership base. Benesch is a subconsultant to RLS & Associates and is responsible for conducting an adverse impact analysis on fare structure modifications, completing a fare media distribution analysis and developing a fare structure elasticity model. Ms. Goolsby was a task leader and provided document support. *Dollar Value: \$40,000*

River to Sea TPO - Paratransit Analysis Study - Volusia/Flagler County, FL

Project Manager: Ms. Goolsby served as the project manager who assessed the evolution of paratransit service, both statewide and locally, the current state of practices in the industry, challenges to providing services and potential trends for the future to identify any changes that have had a negative or positive impact on efficiencies in service provision and on budgets. *Dollar Value: \$60,000*

FDOT Central Office - TDP/TDSP Integration - Tallahassee, FL

Deputy Project Manager: Ms. Goolsby was responsible for the development of strategy and supporting guidance to support integration of TDP and TDSP preparation and documentation process, training presentations and related materials for statewide training courses on integration of TDPs and TDSPs. *Dollar Value: \$150,000*



Education

Graduate Certificate, Geographic Information Systems, University of South Florida

BS, Environmental Science & Policy, University of South Florida

Years of Experience: 16

Registrations and Certifications

American Institute of Certified Planners: 34190

Geographic Information Systems Professional: 67982

Sofia Thordin, AICP, LEED GA

Transportation Disadvantaged Services

Ms. Thordin joined Benesch in 2018 as a planner on the transit team. Over the years, she has gained experience in public outreach, GIS, data collection and various planning support activities. She has certifications in GIS and green building principles, is skilled with the transit demand modeling software T-BEST and has modeled over a dozen transit networks in Florida. Sofia has supported projects serving public- and private-sector clients, including transit demand modeling; transit development plans; long-range transportation plans; grant monitoring and compliance; and data analysis and visualization, with an emphasis on analyzing the effects of built environment and demographic characteristics on demand for public transit. Ms. Thordin is an active member of the Broward Section of the APA.

Martin County - Martin DBE Goal - Martin County, FL

Planner: Benesch prepared a triennial update of Martin County's Federal Transit Administration (FTA) Disadvantaged Business Enterprise (DBE) Goal in 2020 and 2023. This included an assessment of the County's upcoming FTA contracting opportunities relative to the market demand to calculate the goal and conducting the required public consultation activities per federal requirements. Ms. Thordin performed demographic analysis and GIS services. *Dollar Value: \$35,000*

Broward MPO - Route to 2050 Metropolitan Transportation Plan - Broward County, FL

Planner: In 2022, Benesch was selected to assist the Broward MPO with the development of their Route to 2050 Metropolitan Transportation Plan. In addition to ensuring this plan complies with federal regulations, Benesch is supporting the MPO in addressing their identified emphasis areas of safety, resiliency, emerging technologies and housing coordination. Focus will also be placed on evaluating multimodal accessibility and ensuring equity is considered throughout its development. Ms. Thordin served as a planner providing technical and GIS services. *Dollar Value: \$ 1.4 Million*

Hillsborough MPO - Transportation Disadvantaged Service Plan - Hillsborough County, FL

Planner: Ms. Thordin provided assistance to MPO staff with the public involvement program to determine potential gaps in existing transportation services supporting TD community. Update of the TDSP was based on current demographic data and financial information, preparation for/attendance at meetings with stakeholders, preparation of final TDSP report. *Dollar Value: \$21,500*

Maryland Stadium Authority (MTA) - Maryland Stadium Authority ADA On-Call Services - Baltimore, MD

Planner: This project supported the Maryland Stadium Authority efforts to provide accessible facilities within their control; 3+2-year project involves full range of ADA services including design and construction reviews, litigation assistance, Expert Witness services, complaint resolution, facility assessments, etc. Main facilities include Camden Yards baseball complex, M&T Stadium football complex, Convention Center, Hippodrome theater and others. Ms. Thordin provided data management and mapping services. *Dollar Value: \$3,500,000*

Town of Apex - ADA Transition Plan - Apex, NC

GIS Specialist: This project involved an assessment and development of a Transition Plan for compliance with the Americans with Disabilities Act (ADA) for Town-owned facilities, programs and services. Ms. Thordin managed the data collection, reporting and management tasks. She configured an Esri Field Maps data collection form to log non-compliant items in a database for comprehensive accessibility information, aiding in future ADA complaints and barrier removal processes. Data was linked to a Microsoft Access database in post-processing and a geodatabase was provided to the client for compatibility with CityWorks for ongoing tracking. *Dollar Value: \$70,000*



Education

MS, Leadership and Organization for Sustainability, Malmö University

Graduate Certificate in GIS for Urban Planners, University of Florida

Master of Urban & Regional Planning (MURP), University of Florida

BS, Sustainability & the Built Environment, University of Florida

BA, Geography, University of Florida

Years of Experience: 11

Registrations and Certifications

American Institute of Certified Planners: 32985

LEED GA: 11129980

Bill Leslie, AICP

Short and Long Range Planning

Mr. Leslie is a highly skilled and results-driven Transportation Planner with a comprehensive background in Geographic Information Systems (GIS), National Environmental Policy Act (NEPA) compliance and community engagement. He is adept at leveraging technical expertise and analytical capabilities to develop innovative transportation solutions that prioritize sustainability, efficiency and community well-being. He has a proven track record of successfully managing complex projects and collaborating with diverse stakeholders to achieve project goals.

NCDOT - Replacement of Bridge No. 002 over Pembroke Creek (BR-0183) - Chowan County, NC

Planner: Benesch is providing preliminary engineering services for the replacement of Bridge 2 on US 17 Business over Pembroke Creek in Chowan County. This includes coordination with NCDOT, field scoping meetings, functional roadway design, utility coordination, public involvement and environmental documentation. The project is in the merger process due to adjacent sensitive properties, with two construction alternatives being considered: an offsite detour and staged construction. Mr. Leslie is responsible for the development of the NEPA compliant environmental document and merger documentation, as well as assisting with public outreach efforts. *Dollar Value: \$45,000*

City of Gastonia - Paved Trails Feasibility Study - Gastonia, NC

Planner: The proposed efforts for this feasibility study include coordination with the grant applicant (Carolina Thread Trail), the City of Gastonia, Gaston-Cleveland-Lincoln Metropolitan Planning Organization (GCLMPO) and NCDOT IMD. The study will be developed with the grant study parameters being considered for the existing and proposed land use, planned growth, travel patterns, the natural environment, the human environment and cultural resources. Background research, stakeholder engagement and public involvement and coordination with the appropriate local, state and federal agencies will provide the basis for assessing the impacts of the study area. Mr. Leslie collected data and completed documentation. *Dollar Value: \$120,000*

Town of Waxhaw - Paved Trails & Sidewalk Feasibility Study - Waxhaw, NC

Planner: This project will help the Town to develop a plan that highlights needed improvements with corresponding investments over the next five years. The study will help establish an east-west spine along Waxhaw's portion of the Twelve Mile Creek system which is designated as the Carolina Thread Trail. The project will include coordination with the project team and stakeholders, corridor study, concept plans and observations along with detailed planning documents that include preliminary environmental considerations and to determine alignments / preferred bridge locations and cost estimates. Mr. Leslie completed data development and project review. *Dollar Value: \$976,000*

Prior to joining Benesch, Mr. Leslie's experience includes:

NCDOT - North Carolina Passenger Rail Feasibility Studies - Statewide, NC

Planner: Mr. Leslie prepared the preliminary reports for two feasibility studies, providing conceptual level capital costs, operating costs and a range of ridership and revenue associated with a new intercity passenger service connecting Wilmington, NC and Asheville, NC with the existing state-supported passenger services.

NCDOT - Bridge Categorical Exclusions (CE)/Minimum Criteria Determination Checklists (MCDC) - Statewide, NC

Planner: Mr. Leslie completed evaluations of the human and natural environment with associated data collection, GIS mapping and local agency coordination for the preparation of a CEs/MCDCs for multiple bridge replacement and roadway widening projects located across North Carolina.



Education

BS, Urban & Regional Planning
Frostburg State University

Years of Experience: 7

Registrations and Certifications

American Institute of Certified
Planners: 35458

Molly Darby

Short and Long Range Planning

Ms. Darby is a GIS planner on Benesch's multimodal transportation planning team. She is passionate about leveraging the power of GIS to solve real-world problems, with a focus on methods and developing workflows for a tailored approach to addressing unique problems. Ms. Darby performs spatial analysis and creates map products using Esri products including ArcGIS Pro and ArcGIS Online and Replica.

Hernando/Citrus MPO - Vulnerability and Risk Assessment Study - Hernando and Citrus Counties, FL

Planner: Benesch was selected by the Hernando/Citrus MPO to assess the vulnerability of the functionally classified roadway system to natural disasters. Utilizing the spatial analysis capabilities of GIS, an assessment of transportation vulnerability and criticality included an exposure analysis of the transportation system to storm surge, wildfire and intense single-day rain events as well as the function and facility access provided by each roadway segment. Mitigation strategies identified for the most vulnerable and critical facilities were developed to inform implementation of future projects and requests for discretionary grant funding. Ms. Darby developed a workflow to classify roadways into prioritization tiers, determined by their criticality and vulnerability. *Dollar Value: \$95,000*

Broward MPO - Commitment 2050 Metropolitan Transportation Plan - Broward, FL

Planner: In 2022, Benesch was selected to assist the Broward MPO with the development of their Route to 2050 Metropolitan Transportation Plan. In addition to ensuring this plan complies with federal regulations, Benesch is supporting the MPO in addressing their identified emphasis areas of safety, resiliency, emerging technologies and housing coordination. Focus will also be placed on evaluating multimodal accessibility and ensuring equity is considered throughout its development. Ms. Darby was responsible for creating maps and developing a prioritization model to score project submittals based on a variety of factors. *Dollar Value: \$1,4 Million*

City of Zephyrhills - Mobility Plan - Zephyrhills, FL

Planner: Funded through a Florida Department of Commerce Community Planning Technical Assistance Grant, the Mobility Plan developed by Benesch identified multimodal projects and strategy recommendations for effectively moving people and freight through the city. Consideration was given to integrating land uses, utilizing people-focused complete streets and established the groundwork for new micro-mobility and micro-transit technologies. Recommendations from the Mobility Plan, developed through public outreach and stakeholder engagement, will be incorporated into the city's updated Comprehensive Plan. Ms. Darby compiled existing data for City of Zephyrhills, created maps for existing conditions reports and created graphics for public engagement materials. *Dollar Value: \$65,000*

North Florida TPO - Alignment Feasibility Study for the Southern Section of the Core-2-Coast Trail - Jacksonville, FL

Planner: Benesch provides planning and production support associated with the Unified Planning Work Program (UPWP). This study focused on determining the most feasible alignment for a continuous shared-use path (SUP) to extend from the Fuller Warren bicycle-pedestrian bridge in the Riverside/San Marco area of Jacksonville to the beach communities on the eastern border of Duval County. This "core to coast" trail represents an exciting opportunity to provide regional connectivity and expand bicycle and pedestrian access across the City. Ms. Darby provided GIS mapping and a scoring database used to rank alternative routes. *Dollar Value: \$85,000*



Education

MA, Geography, University of South Florida

BA, Statistics and Interdisciplinary Social Science, University of South Florida

Graduate Certificate: Geographic Information Science

Years of Experience: 2

Andrea Sauvageot

Public Involvement

Andrea brings extensive expertise in marketing within the Architecture, Engineering and Construction (AEC) industry, particularly in construction management, design-build, geotechnical engineering and transportation planning and engineering. Her public involvement experience includes community engagement, communication and public relations, digital outreach, research and evaluation, marketing and promotion and project support. Andrea's marketing and communications skills encompass marketing research and assessment, proposal and presentation coordination, marketing database creation and maintenance and project lead generation. Andrea is currently a member of the International Association of Public Participation (iap2). Previously, she was on the Digital Committee for the Tampa Bay Chapter of the Public Relations Society of America (PRSA) and was the 2013 recipient of the PRSA Tampa Bay President's Award as well serving as co-director of the Society for Marketing Professional Services' Membership Committee.

Broward MPO - Speak Up Broward - Broward County, FL

Public Involvement Specialist: Andrea currently provides editing and proofreading support for the BMPO Annual Report and various MPO communication materials, as well as the weekly Mobility Monday e-newsletter. Andrea attends weekly Public Information Officer (PIO) meetings to coordinate efforts with the team and subconsultants, ensuring smooth project communication and collaboration. She has also assisted with the coordination of stakeholder meetings and collaborated closely with the outreach subconsultant on projects related to Commitment 2045, Broward MPO's Metropolitan Transportation Plan (MTP).

Dollar Value: \$690,000

SORTA/Metro - 2040 Long Range Transit Plan - Cincinnati, OH

Public Involvement Specialist: Andrea is currently coordinating with three outreach subconsultants for the SORTA/Metro project as outreach efforts begin. She will manage multiple survey efforts, community workshops, stakeholder meetings, pop-up events, operator and staff interviews, and small discussion groups—all designed to encourage participation from diverse populations and ensure equitable representation. Andrea plans to coordinate and facilitate these activities, which will also include managing a project website and virtual engagement room to enhance public participation across all community segments. *Dollar Value: \$606,400*

FDOT District 7 - Public Outreach Support - West Central, FL

Public Involvement Specialist: As Marketing & Communications Coordinator, Andrea provides comprehensive support across multiple ongoing FDOT District 7 tasks. She currently manages communications for the Community Traffic Safety Teams (CTST), including meeting email blasts, special announcements, website maintenance, and coordination. She also assists in preparing monthly agendas and meeting minutes while creating and maintaining email lists. Previously, Andrea led the creation, hosting, and facilitation of virtual monthly CTST meetings and events. She develops content for Recipes for the Road and the Tampa Bay Traffic Safety website, and helps coordinate the annual Mega Meeting. In earlier roles, she managed online event registration and executed email blast campaigns for the Local Agency Traffic Safety Academy Series and the D7 Local Agency Safety Summits. Andrea also coordinated virtual public hearings by placing legal advertisements, applying for continuing education credits, and overseeing the mailing of property owner letters. For Cyclovia Tampa Bay in 2014 and 2015, she created and maintained social media accounts, managed email campaigns and lists, and administered the event website. Her additional responsibilities have included conducting online assessment location surveys and supporting communications for the Bike/Walk Tampa Bay Coalition. *Dollar Value: \$5,000,000*



Education

MA, Communication, Southern New Hampshire University

BS, Journalism, University of Florida

Social Marketing for Transportation, University of South Florida (CUTR)

Desktop Publishing Certificate, University of South Florida

Webmaster Certificate—Design, St. Petersburg College

Years of Experience: 31

Training

Fundamentals of P2/Engagement

Designing P2/Engagement

Laura Molennor

Public Involvement

Laura's expertise includes graphic design, page and publication layout, web development/design and multimedia software. She develops and contributes to the visual design of reports, proposals, presentations, public workshops materials, project websites, brochures, signage, any marketing material needed. Her skills are essential to the public involvement activities required on projects through the creation of websites, email blasts, surveys, flyers, infographics and display boards, making them concise and easy to read. Her creative flair and expertise enhance all promotional collateral and her ability to develop and conduct concepts from inception to completion are integral to communications with clients, colleagues, government officials and the public.

Sarasota-Manatee MPO - Gulf Coast Safe Streets Summit - Sarasota and Manatee Counties, FL

Lead Graphic Designer: Ms. Molennor worked with the Sarasota-Manatee MPO in the development of various social media graphics for their 2020 Gulf Coast Safe Streets Summit. The campaign included over 30 graphics for Facebook, Twitter and Instagram. *Dollar Value: \$25,000*

Broward MPO - Broward Vision 2100 - Broward County, FL

Lead Graphic Designer: Ms. Molennor worked with the Broward MPO in the design of their Broward Vision: The Path to 2100 document. This futuristic document illustrates the region's approach to growth, development and transportation investment. *Dollar Value: \$300,000*

FDOT District 1 - Commuter Services Program - Polk, FL

Lead Web Designer/Developer: Ms. Molennor developed and designed new website that allows Commuter Services staff to easily make edits/changes and provided staff training. *Dollar Value: \$65,000*

FDOT District 2 - CTST Support - Jacksonville, FL

Lead Graphics/Web Designer: Ms. Molennor provided a variety of design services to FDOT D2 including: Educational Materials – Designed crash data factsheets for 18 counties in District; designed 21st Anniversary Edition of Recipes for the Road and Celebrate Safely to reduce drinking and driving and alcohol-related traffic crashes through use of non-alcoholic recipes. Safety Campaigns – Designed "Seasons of Safety," campaign of social media and print messages dedicated to promote pedestrian and passenger safety during various holidays throughout the year; "Walt's Wise Words," campaign focused on social media messages in form of bumper stickers. Maintenance of Websites – Assist with maintenance of main CTST website and D2 CTST SharePoint portal. *Dollar Value: \$1,500,000*

City of Fort Lauderdale - Las Olas Traffic and Safety Construction Improvements Project (CIP) - Fort Lauderdale, FL

Lead Graphic Designer/Web Designer: Ms. Molennor worked with City's Public Information Office in design of promotional materials (door hangers and business cards) to distribute among business and home owners about upcoming construction improvements in area; developed website using WordPress using responsive design, making it easy to view on any mobile device. *Dollar Value: \$65,000*



Education

FA, Graphic Design, International Academy of Design and Technology–Tampa

AS, Graphic Design, International Academy of Design and Technology–Tampa

Years of Experience: 19

Subconsultant Firm Overviews

Our Partners: Benesch collaborates with a select group of trusted consultants to enhance the team's capabilities and deliver comprehensive, multi-disciplinary planning solutions. These partners bring specialized expertise that complements Benesch's core strengths, ensuring clients benefit from a seamless, integrated approach to every project. Together, this collective team is committed to delivering innovative, high-quality results that address the unique needs of Polk TPO.

Gresham Smith

Gresham Smith is a team of diligent designers, creative problem-solvers, insightful planners and seasoned collaborators who work closely with clients to improve the cities and towns they call home. Their employees are diverse in experience, yet all have one thing in common: genuine care for each other, their partners and the outcome of their work. From roadways and pathways that connect people and places, to hospitals that promote well-being and recovery, to corporate campuses that encourage productivity and teamwork, they have the pleasure of designing communities' most vital institutions and infrastructure.



Pond and Company has led several MPO-sponsored efforts throughout the Southeast, including Metropolitan Transportation Plans (MTPs), Regional Freight Plans, Congestion Management Process (CMP) Plans. Furthermore, Pond's Wade Carroll served as Project Manager for the NCHRP 1002: Metropolitan Planning Organizations: Strategies for Future Success, a guidebook that examined challenges and opportunities for MPOs throughout the US and identified uniform best practices for implementation. Through these efforts, the Pond staff has gained experience in working with MPOs of all sizes. In addition, Pond staff has led efforts for state DOTs, local governments, and transit agencies that are coordinated through the MPO planning process for developing implementable work programs for success.



For over 50 years, Haskell has built a reputation of certainty as a technically strong design-build firm. Haskell's Planning + Design Collaborative continues this legacy by integrating a talented team of urban planners, architects, engineers, landscape architects, communications professionals, and visualization specialists into the multimodal planning space. Their mission is to help shape communities and infrastructure that are healthy, vibrant, safe, accessible, and resilient reflecting the values and aspirations of the people they serve. Haskell is well qualified to provide a range of professional consultant services, including Community, District, and Neighborhood Planning; Complete Streets and Safety Planning; Greenways and Park Master Planning; Revitalization and Redevelopment; Public Engagement and Storytelling; Sustainable and Resilient Communities; Urban Design and Visualization; and Campus Master Planning.



National Data & Surveying Services

NDS is recognized as the largest traffic data collection company in the country. NDS provides comprehensive traffic data collection services, including annual count programs for the Polk TPO, Hernando/Citrus MPO and St. Lucie TPO as a subconsultant to Benesch. Their team of full-time local technicians ensures timely and accurate data delivery, which is critical for transportation planning and analysis.



Vrana Consulting, Inc. (VCI) is a Florida-based professional services firm specializing in land use and transportation planning and public engagement for local governments, MPOs/TPOs and FDOT. Established in 2007 and headquartered in Safety Harbor, VCI is a certified Small Business Enterprise (SBE) by FDOT, Hillsborough County, Pinellas County, and other agencies.



Danielle Joyce has worked with Benesch on projects like the Hillsborough TPO's Dale Mabry Pedestrian Bridge Feasibility Study and the recent City of Sarasota Main Street Visioning project. She will continue providing complete streets planning support and is able to provide TPO staff augmentation if necessary.



Florida Department of Transportation

**RON DESANTIS
GOVERNOR**

605 Suwannee Street
Tallahassee, FL 32399-0450

**JARED W. PERDUE, P.E.
SECRETARY**

June 24, 2025

Jody Baswell, State Transportation Leader
GRESHAM SMITH
3615 Bromley Grand
Suite 320
Tampa, FL 33607

Dear Mr. Baswell:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

2.0 - Project Development & Environmental (PD&E) Studies

- 3.1 - Minor Highway Design
- 3.2 - Major Highway Design
- 3.3 - Controlled Access Highway Design

- 4.1.1 - Miscellaneous Structures
- 4.1.2 - Minor Bridge Design
- 4.2.2 - Major Bridge Design - Steel

- 5.1 - Conventional Bridge Inspection
- 5.3 - Complex Bridge Inspection
- 5.4 - Bridge Load Rating

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design
- 6.3.2 - Intelligent Transportation Systems Implementation
- 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
- 6.3.4 - Intelligent Transportation Systems Software Development

- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization

- 10.1 - Roadway Construction Engineering Inspection

- 13.3 - Policy Planning
- 13.4 - Systems Planning
- 13.5 - Subarea/Corridor Planning
- 13.6 - Land Planning/Engineering

14.0 - Architect

15.0 - Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2026, for contracting purposes.

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money (FCCM)	Premium Overtime	Home Direct Expense	Field Direct Expense	Published Fee Schedule
171.83%	138.84%	1.467%	Reimbursed	3.70%	8.29%	No

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at FDOT.PSPrequalification@dot.state.fl.us.

Sincerely,



Philip Pitts
Professional Services Qualification Administrator
PP/YG



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

July 01, 2025

Stephen Harrill, VP
POND & COMPANY CORPORATION
1200 Riverplace Boulevard
Suite 600
Jacksonville, FL 32211
harrills@pondco.com

Dear Mr. Harrill:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

2.0 - Project Development & Environmental (PD&E) Studies

3.1 - Minor Highway Design

3.2 - Major Highway Design

4.1.1 - Miscellaneous Structures

4.1.2 - Minor Bridge Design

5.1 - Conventional Bridge Inspection

5.3 - Complex Bridge Inspection

5.4 - Bridge Load Rating

6.1 - Traffic Engineering Studies

6.2 - Traffic Signal Timing

6.3.1 - Intelligent Transportation Systems Analysis and Design

7.1 - Signing, Pavement Marking and Channelization

7.2 - Lighting

7.3 - Signalization

10.1 - Roadway Construction Engineering Inspection

13.3 - Policy Planning

13.4 - Systems Planning

13.5 - Subarea/Corridor Planning

13.6 - Land Planning/Engineering

14.0 - Architect

15.0 - Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2026, for contracting purposes.

Approved Rates

Home Overhead	Facilities Capital Cost of Money (FCCM)	Premium Overtime	Home Direct Expense	Published Fee Schedule
191.26%	0.392%	Reimbursed	0.15%	No

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at FDOT.PSPrequalification@dot.state.fl.us.

Sincerely,



Philip Pitts
Professional Services Qualification Administrator
PP/DH



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

August 26, 2025

Mara Scott, Corporate Licensing Coordinator
THE HASKELL COMPANY
701 San Marco Blvd
STE 1400
Jacksonville, FL 32207-4950
mara.scott@haskell.com

Dear Ms. Scott:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

3.1 - Minor Highway Design

3.2 - Major Highway Design

3.3 - Controlled Access Highway Design

4.1.1 - Miscellaneous Structures

4.1.2 - Minor Bridge Design

5.4 - Bridge Load Rating

6.1 - Traffic Engineering Studies

6.2 - Traffic Signal Timing

7.1 - Signing, Pavement Marking and Channelization

13.3 - Policy Planning

13.4 - Systems Planning

13.5 - Subarea/Corridor Planning

13.6 - Land Planning/Engineering

14.0 - Architect

15.0 - Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2026, for contracting purposes.

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money (FCCM)	Premium Overtime	Home Direct Expense	Field Direct Expense	Published Fee Schedule
192.84%	179.87%	0.850%	Reimbursed	5.43%	0.00%	No

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at FDOT.PSPrequalification@dot.state.fl.us.

Sincerely,



Philip Pitts
Professional Services Qualification Administrator
PP/NE



Eric Lusher, AICP

Planning Services Leader
Gresham Smith

Eric is an award-winning urban planner specializing in the integration of both transportation and community planning with community engagement. He has demonstrated success delivering a wide variety of plans including CTPs, MTPs, bike and ped plans, LCI and small area plans, comprehensive plans, corridor studies, revitalization plans and project scoping studies.

Years of Experience
23

Education
Master of Science, Urban and Regional Planning,
Florida State University
Bachelor of Science, Certificate in Planning Studies,
Florida State University

Accreditations/Certifications
American Institute of Certified Planners (AICP) #023406

Memberships/Affiliations
American Planning Association
Georgia Planning Association

Recognitions/Awards
Leadership Gwinnett, Class of 2020
GPA: Outstanding Public Involvement,
Roswell Bicycle & Pedestrian Plan
NACo: Reaching Out to Diverse Communities,
Gwinnett 2040 Unified Plan
GPA: Outstanding Plan Document,
Gwinnett 2040 Unified Plan
GPA: Outstanding Plan Document,
Columbus Alternative Transportation Plan
GPA: Outstanding Planning Process, Henry County
Transportation and Trails Plan

Relevant Projects

Whitfield County Board of Commissioners (BOC)/
Greater Dalton Metropolitan Planning Organization
(MPO) - Metropolitan Transportation Plan Update,
Dalton, GA | *Project Manager*

Greater Dalton MPO - 2045 Metropolitan Transportation
Plan, Various Counties, GA | *Project Manager*

Floyd - Rome MPO 2050 Metropolitan Transportation Plan,
Floyd County, GA | *Project Manager*

Jesse Jewell Corridor Study, GA | *Project Manager*

Gainesville - Hall 2015 Regional Transportation Plan, Various
Counties, GA | *Project Manager*

DARTS 2040 Long Range Transportation Plan,
Various Counties, GA | *Project Manager*

DARTS 2035 Long Range Transportation Plan,
Various Counties, GA | *Project Manager*

Brunswick MPO 2050 Metropolitan Transportation Plan,
Glynn County, GA | *Project Manager*

MATS 2050 Freight Plan, Macon-Bibb, GA |
Principal-in-Charge

Jimmy Carter/Mountain Industrial Boulevard Corridor
Study, GA | *Project Manager*

SMART Woodstock Corridor Study & Citywide
Strategy, GA | *Project Manager*

SR 74 Comprehensive Corridor Study, GA | *Project Manager*

Winters Chapel Road Corridor Study, GA | *Project Manager*

Gwinnett Place CID Corridor Studies, GA | *Project Manager*

St. Simons Island Corridor Studies | *Project Manager*

SR 5 Bright Star Corridor Study | *Subconsultant Project
Manager*

Buford Highway Corridor Study, Suwanee, GA | *Technical
Planning Lead*

Veterans Parkway Corridor Study | *Transportation Planning
Lead*

Connect Six SR 6 Corridor Study | *Technical Planning Lead*

Henry County - Comprehensive Transportation Plan, Henry
County, GA | *Senior Project Advisor*

Effingham County - Transportation Master Plan, Effingham
County, GA | *Senior Project Advisor*

Coweta County - Comprehensive Transportation Plan,
Coweta County, GA | *Subconsultant Project Manager*

Douglas County - Comprehensive Transportation Plan,
Douglas County, GA | *Subconsultant Project Manager*

Rockdale County - Comprehensive Transportation Plan,
Rockdale County, GA | *Project Manager*

Newton County - Comprehensive Transportation Plan
(2017 Update), Newton County, GA | *Subconsultant Project
Manager*



Erin Thoresen, AICP

**Georgia Transportation Planning
Department Lead
Gresham Smith**

Erin is an award-winning multidisciplinary planner and project manager whose experience blends multimodal planning, community health and safety, and meaningful public engagement. She has led dozens of corridor studies, small area plans, Road Safety Audits, trail studies, and freight plans for state, regional, and local governments. Her experience also includes regional safety studies, county comprehensive transportation plans, MTPs, and Complete Streets throughout Georgia and the southeast. Her commitment to effective communication and coordination has resulted in numerous award-winning plans across metro Atlanta. She will draw upon her recent experience leading the MATS 2050 Freight Plan and work on the GDMPO MTP to lead this MTP Update.

Years of Experience

17

Education

Master of Urban Planning, University of Michigan
Bachelor of Arts, Art & Art History, Kalamazoo College

Accreditations/Certifications

American Institute of Certified Planners (AICP) #026658

Memberships/Affiliations

American Planning Association
Georgia Planning Association
Association of Pedestrian and Bicycle Professionals (APBP)

Relevant Projects

Whitfield County Board of Commissioners (BOC)/
Greater Dalton Metropolitan Planning Organization
(MPO) - Metropolitan Transportation Plan Update,
Dalton, GA | *Deputy Project Manager*

Macon Area Transportation Study - 2050 Freight Plan,
Macon-Bibb County, GA | *Project Manager*

Town Center Community Improvement District (TCCID) -
Freight Cluster Plan, Kennesaw, GA | *Project Manager*

TCCID - Bells Ferry Road LCI Operational Study,
Kennesaw, GA | *Project Manager*

TCCID - Chastain Road LCI Corridor Study, Kennesaw, GA |
Project Manager

Cherokee County - Bells Ferry LCI Plan Update, Cherokee
County, GA | *Project Manager*

Whitfield County - Dug Gap Road Corridor Study,
Dalton, GA | *Project Manager*

Town Center Community Improvement District (TCCID) -
LCI Plan Update, Kennesaw, GA | *Project Manager*

Cobb County Department of Transportation
(CCDOT) - Allatoona Creek Greenway Trails Scoping Study,
Marietta, GA | *Project Manager*

Atlanta Regional Commission (ARC) - Regional Safety
Strategy, Atlanta Region, GA | *Planner*

City of Atlanta - Northwest Atlanta Industrial Area Freight
Study (*GPA Award: Outstanding Planning Document*),
Atlanta, GA | *Project Manager*

Gainesville-Hall County - Safety Action Plan, Hall
County, GA | *Planner*

Augusta Regional Transportation Study - Regional Freight
Plan Update, Augusta, GA | *Planner*

Cherokee County - Greenways & Trails Master Plan,
Cherokee County, GA | *Deputy Project Manager*

City of Woodstock - Connect the Creeks LCI Study,
Woodstock, GA | *Lead Planner*

City of Stonecrest - Bicycle, Pedestrian, and Trail Plan,
Stonecrest, GA | *Project Manager*

CCDOT - Safety Action Plan, Cobb County, GA | *Project
Manager*

Jackson Area MPO - 2050 Long Range Transportation Plan,
Jackson, TN | *Lead Planner*

ARC, City of Atlanta, Cobb County, and Trust for Public
Land - Chattahoochee RiverLands Greenway Study & Pilot
Project, Atlanta Region, GA | *Lead Local Planner*

CCDOT - Greenways & Trails Master Plan, Cobb County,
GA (*GPA Award: Outstanding Planning Document*) | *Project
Manager*

City of Brookhaven, North Druid Hills Road Corridor Study,
Brookhaven, GA | *Deputy Project Manager*

Alabama Department of Transportation (ALDOT) - Statewide
Bicycle & Pedestrian Master Plan, Birmingham, AL | *Project
Planner*

ATL Airport CIDs - Freight Cluster Plan, Fulton and Clayton
Counties, GA | *Project Manager*



Megha Young, AICP

**Senior Planner
Gresham Smith**

Megha has 20 years of experience in regional, county-wide and municipal transportation planning. She has worked in both the public and private sectors and has a solid understanding of the challenges and opportunities faced by local governments and agencies. Megha's experience includes a broad range of studies that balance a variety of needs, including safety, mobility and multimodal connectivity. She has managed and led analyses for comprehensive transportation plans, corridors studies, freight plans, safety studies, and bicycle and pedestrian plans among others. In each of these studies, Megha has integrated her technical expertise with meaningful public and stakeholder engagement to develop solutions that are implementable and meet community needs.

Years of Experience

20

Education

Master of City and Regional Planning,
Georgia Institute of Technology
Bachelor of Science, Earth and Atmospheric Sciences,
Georgia Institute of Technology

Accreditations/Certifications

American Institute of Certified Planners (AICP) #27269

Memberships/Affiliations

American Planning Association
Georgia Planning Association

Relevant Projects

Macon Area Transportation Study (MATS) - 2050 Freight Plan, Macon-Bibb County, GA | *Deputy Project Manager*

Brunswick Area Transportation Study/Glynn County, 2050 Metropolitan Transportation Plan | *Deputy Project Manager*

Atlanta Regional Commission (ARC) - Livable Center Initiative (LCI) 25-Year Impact Report, Atlanta, GA | *Project Manager*

Valdosta-Lowndes MPO/SGRC - FY2018-22 Annual Crash Report, Valdosta, GA | *Project Manager*

Valdosta-Lowndes MPO/SGRC Hahira Area Transportation and Land Use Studies, Lowndes County, GA | *Subconsultant Project Manager*

Rockdale County, Comprehensive Transportation Plan | *Deputy Project Manager*

Town Center Community Improvement District (TCCID) - Freight Cluster Plan, Kennesaw and Marietta, GA | *Deputy Project Manager*

TCCID - Bells Ferry Road LCI Operational Study, Kennesaw, GA | *Lead Planner*

TCCID - Chastain Road LCI Corridor Study, Kennesaw, GA | *Lead Planner*

Gwinnett County Department of Transportation (GCDOT), Southwest Gwinnett Safe Access Study, Gwinnett County, GA | *Project Manager*

City of Atlanta - Northwest Atlanta Industrial Area Freight Study (GPA Award: *Outstanding Planning Document*), Atlanta, GA | *Lead Planner*

City of Sandy Springs - Roswell Road Access Management Plan, Sandy Springs, GA | *Deputy Project Manager*

Alabama Department of Transportation (ALDOT) - Statewide Freight Plan Update, Statewide Alabama, AL | *Project Manager*

ATL Airport Community Improvement Districts (AACIDs) - Aerotropolis Freight Cluster Plan, Atlanta, GA | *Lead Planner*

ARC, City of Atlanta, Cobb County and Trust for Public Land - Chattahoochee RiverLands Greenway Study, Atlanta Region, GA | *Public Engagement Lead*

Gwinnett County - Transit Title VI Update, Gwinnett County, GA | *Project Manager*

City of Sandy Springs - Mt. Vernon Highway Transit Study, Sandy Springs, GA | *Project Manager*

Cobb County Department of Transportation (CCDOT) - Greenways and Trails Master Plan, Marietta, GA | *Lead Planner*

CCDOT - Noonday Creek Trail Extension Scoping Study, Cobb County, GA | *Public Engagement Lead*

ALDOT - Statewide Bicycle and Pedestrian Plan, Statewide, AL | *Project Manager*

ALDOT - Mobile Freight Planning Study, Mobile, AL | *Project Manager*



Andrew Williams, AICP, ENV SP, RSP1

Transportation Planner
Gresham Smith

For the last six years, Andrew has worked in a variety of public and private sector positions ranging from policy analysis, comprehensive planning, municipal infrastructure development, and special district management. Having led public outreach meetings and stakeholder design workshops with world renown planners and urban designers, Andrew has been a voice for sustainability and digital integration into every day planning practices and policies. Andrews seeks to maximize digital outreach and data analysis while maintaining personal connections with the communities he serves.

Years of Experience
9

Education
Master of Urban Planning, Urban and Regional Planning,
University of Colorado
Urban Studies, University of South Florida

Memberships/Affiliations
American Planning Association

Accreditations/Certifications
American Institute of Certified Planners
ENV Sustainability Professional
Road Safety Professional 1

Relevant Projects

Louisville Metro - Broadway All The Way Planning & Design Phase 1A, Louisville, KY | *Transportation Planner*

ALDOT - Statewide Bicycle and Pedestrian Plan, Statewide, AL | *Transportation Planner*

Atlanta Regional Commission (ARC) - Livable Centers Initiative (LCI) 25-Year Impact Report, Atlanta, GA | *Transportation Planner*

City of Dallas - Bike Plan Update, Dallas, TX | *Project Planner*

City of Dallas - Military Parkway Corridor Mobility Plan, Dallas, TX | *Transportation Planner*

City of Pinellas Park - 60th St Multimodal Corridor, Pinellas Park, FL | *Transportation Planner*

FDOT D2 - SR 212/US 90/Beach Blvd from Linden Ave to Marion Road, Jacksonville, FL | *Transportation Planner*

FDOT D2 - SR A1A Trail from Marineland to Fort Matanzas Inlet, Marineland, FL | *Transportation Planner*

FDOT D5 - TWO 1 CSC for Safety Technical Support and Public Outreach, Multiple Locations, FL | *Transportation Planner*

Glynn County Board of Commissioners - BATS 2050 Metropolitan Transportation Plan (MTP), Brunswick, GA | *Transportation Planner*

H.012018.5 LADOTD - Lafayette Adaptive Traffic Signal Design & Implementation, Lafayette, LA | *Transportation Planner*

KYTC - Laurel County - US 25, London, KY | *Transportation Planner*

KYTC - Statewide HSIP (2023), Multiple Locations, KY | *Transportation Planner*

NDOT - 20th Ave/21st Ave Two-way Conversion Study and Engineering, Nashville, TN | *Transportation Planner*

TDOT - Dayton, Rhea County Community Mobility Plan, Dayton, TN | *Transportation Planner*

TDOT - Decherd, Franklin County Community Mobility Plan, Decherd, TN | *Transportation Planner*

TDOT - Memphis Regional Bicycle and Pedestrian Greenprint Plan, Memphis, TN | *Transportation Planner*



Zach Adriaenssens, AICP

Transportation Planner
Gresham Smith

Zach has extensive experience as an engagement lead for local government clients, including cities, counties, and Community Improvement Districts (CIDs). He brings experience that includes safety action plans, small area studies, freight plans, and bicycle/pedestrian/trail plans, as well as MTPs, CTPs, widenings, intersection improvements, and interchange reconstructions for Georgia Department of Transportation (GDOT). He applies experience and lessons learned as NEPA and engagement lead on GDOT projects to his work as engagement lead for local plans and as well as MTPs, CTPs, widenings, intersection improvements, and interchange reconstructions

Years of Experience

14

Education

Master of City and Regional Planning,
Georgia Institute of Technology
Bachelor of Science, Urban & Regional Planning,
Miami University

Accreditations/Certifications

American Institute of Certified Planners (AICP) #029021

Memberships/Affiliations

American Planning Association
Georgia Planning Association

Relevant Projects

Brunswick Area Transportation Study/Glynn
County - Metropolitan Transportation Plan, Glynn
County, GA | *Planner*

Greater Dalton MPO/Whitfield County BOC, Metropolitan
Transportation Plan, Various Counties, GA | *Planner*

Rockdale County - Comprehensive Transportation Plan
Update, Rockdale County, GA | *Planner*

Macon Area Transportation Study - 2050 Freight Plan
Update, Macon-Bibb County, GA | *Planner*

Town Center Community Improvement District (TCCID) -
Freight Cluster Plan, Kennesaw, GA | *Planner*

Cobb County Department of Transportation
(CCDOT) - Allatoona Creek Greenway Trail Scoping Study,
Cobb County, GA | *Engagement Lead*

City of Stonecrest - Bicycle, Pedestrian, and Trail Plan,
Stonecrest, GA | *Community Engagement Lead*

Gwinnett County Department of Transportation
(GCDOT) - Southwest Gwinnett Safe Access Study,
Gwinnett County, GA | *Planner*

CCDOT - Safety Action Plan, Cobb County, GA | *Planner*

City of Woodstock - Connect the Creeks LCI,
Woodstock, GA | *Community Engagement Lead*

Atlanta Regional Commission (ARC) - Livable Center
Initiative (LCI) 25-Year Impact Report, Atlanta, GA | *Planner*

City of Brookhaven - Multimodal Study, Brookhaven, GA |
Planner

I-85 Express Lanes Extension from I-985 to North of SR 53 -
Title VI Analysis/Categorical Exclusion, PI #110610, Gwinnett
County, GA | *Senior Planner*

I-85 Express Lanes Project, Environmental Justice Analysis/
Categorical Exclusion, PI #110600-, Gwinnett County, GA |
Senior Planner

SR 54 at SR 74 DLT Intersection, Categorical Exclusion/
Public Involvement Plan & Resources, PI #0013726, Fayette
County, GA | *Lead Planner*

City of Roswell - Pine Grove Road Safety Improvements,
Roswell, GA | *Transportation Planner*

GDOT - SE 31 Widening & Relocation, PI# 262027-, Laurens
County, GA | *NEPA Planner*

Alabama Department of Transportation (ALDOT) - Statewide
Freight Plan Update, Statewide, AL | *Planner*

Lexington Fayette Urban County Government - Corridors
Study, Lexington, KY | *Planner*

Augusta Regional Transportation Study - Regional Freight
Plan Update, Augusta, GA | *Planner*

Tennessee Department of Economic Development - West
Tennessee Community Planning, TN | *Planner*

Hall County - Safety Action Plan, Hall County, GA | *Planner*

TCCID - LCI Plan Update, Kennesaw, GA | *Engagement Lead*

Cherokee County - Bells Ferry LCI Plan Update, Cherokee
County, GA | *Planner*



Tina Dickenson

Planner
Gresham Smith

Tina is a program manager with expertise in multi-year, multi-million-dollar initiatives focused on public infrastructure, stakeholder engagement, and data-driven research. She has led national campaigns improving knowledge and practices, and brings deep experience in strategic planning, budget oversight, and technical assistance for government entities. Tina's skills in research and evaluation have guided improvements in transit systems and public services, while her community-focused approach has shaped stakeholder engagement strategies, including for international projects like a cable car system in Freetown, Sierra Leone. Proficient in ArcGIS and Adobe Illustrator, she delivers impactful spatial analysis and visualizations for planning and mobility studies.

Years of Experience

3

Education

Master of City and Regional Planning, City and Regional Planning, Georgia Institute of Technology
Social and Behavioral Sciences, Johns Hopkins University
Bachelor of Arts, Public Health, University of Minnesota

Memberships/Affiliations

American Planning Association

Relevant Projects

Whitfield County BOC - Greater Dalton MPO MTP Update, Dalton, GA | *Planner*

Atlanta Regional Commission (ARC) - Livable Centers Initiative (LCI) 25-Year Impact Report, Atlanta, GA | *Planner*

Louisville Metro - Broadway All The Way Planning & Design Phase 1A, Louisville, KY | *Planner*

Macon-Bibb County Planning & Zoning Commission/ Macon Area Transportation Study (MATS) Metropolitan Planning Organization (MPO) 2050 Freight Plan, Macon, GA | *Planner*

Rockdale County - Comprehensive Transportation Plan (CTP) Update, Conyers, GA | *Planner*

BGWC - 2050 Metro Transportation Plan, Bowling Green, KY | *Planner*

Cherokee County - Countywide Greenways & Trails Master Plan, Canton, GA | *Planner*

City of Dallas - Dallas Streetcar Operations & Maintenance, Dallas, TX | *Planner*

City of Sandy Springs - Safety Action Plan, Sandy Springs, GA | *Planner*

ALDOT - Statewide Bicycle and Pedestrian Plan, Statewide, AL | *Planner*

Cobb County Department of Transportation - Allatoona Creek Greenway Scoping Study (AR17), Marietta, GA | *Planner*

Glynn County Board of Commissioners - BATS 2050 Metropolitan Transportation Plan (MTP), Brunswick, GA | *Planner*

Gwinnett County - Safe Access Study, Lawrenceville, GA | *Planner*



Noah Underwood

Planner
Gresham Smith

Noah is an environmental planner with four years of professional experience in NEPA and environmental due diligence. He specializes in NEPA, transportation planning, and permit applications. Noah's transportation experience includes capacity projects, intersection improvements, interstate widenings, and interchange reconstructions. Noah has NEPA experience in several states and includes Section 7 consultations, 4(f) and 6(f) determinations, Public Engagement, and de minimis findings. Noah is responsible for developing PCEs, CEAs, and EAs.

Years of Experience

6

Education

Bachelor of Geology, Geology, University of Tennessee, Knoxville

Master of Science, Geology, Texas Christian University

Registrations

Professional Geologist: TN

Memberships/Affiliations

American Planning Association

Relevant Projects

City of Dallas - Camp Wisdom Road Pedestrian Improvements Engineering Services, Dallas, TX | *Planner*

City of Dallas - Pedestrian Improvements to Pine Street from US 175 to 2nd Ave, Dallas, TX | *Planner*

Cobb County Department of Transportation - Allatoona Creek Greenway Scoping Study (AR17), Marietta, GA | *Planner*

Hickman County - Future Land Use Plan Update, Centerville, TN | *Planner*



Bradyn Carson, AICP

Planner
Gresham Smith

Bradyn is a seasoned urban planning professional with a proven track record in leading transformative initiatives, particularly with the City of Memphis Comprehensive Planning Department. He has played a pivotal role in the award-winning Memphis 3.0 Comprehensive Plan, overseeing projects ranging from land use analysis to implementing the \$200 million Accelerate Memphis public investment initiative.

Years of Experience

8

Education

Bachelor of Science, Management, Arkansas State University

Master of City and Regional Planning, City and Regional Planning, University of Memphis

Memberships/Affiliations

American Planning Association

Accreditations/Certifications

American Institute of Certified Planners

Relevant Projects

NECD - West TN Planning, Memphis, TN | *Planner*

Hickman County - Future Land Use Plan Update, Centerville, TN | *Planner*

City of Memphis Comprehensive Planning Department - Memphis Innovation Corridor Transit Oriented Development Plan, Memphis, TN | **Project Lead*

City of Memphis Comprehensive Planning Department - Summer Avenue Complete Streets Study, Memphis, TN | **Project Lead*

City of Memphis Comprehensive Planning Department - Memphis 3.0 Comprehensive Plan, Memphis, TN | **Project Manager*

Memphis and Shelby County Division of Planning and Development - Memphis 3.0 Comprehensive Plan, Memphis, TN | **Project Manager*

TDOT - Memphis Regional Bicycle and Pedestrian Greenprint Plan, Memphis, TN

**Denotes individual experience*



Kari Pucker, P.E., PTOE, RSP2I, IMSA II

Project Manager
Gresham Smith

Kari has significant experience in transportation engineering, planning, and PD&E studies, with a focus on traffic operations and safety, ITS design, and travel demand modeling. She is skilled in traffic volume development, crash analyses, safety analyses, signal warrant studies, lighting justification reports, and GIS analysis. Kari is well-versed in VISSIM and Synchro. Kari recently served as past president for Florida Puerto Rico ITE.

Years of Experience

13

Education

Master of Civil Engineering, Civil Engineering, University of North Florida

Bachelor of Science, Civil Engineering, University of North Florida

Registrations

Professional Engineer: FL

Memberships/Affiliations

Institute of Transportation Engineers

Accreditations/Certifications

IMSA Traffic Signal Technical Level II

Professional Traffic Operations Engineer

Road Safety Professional 1

Temporary Traffic Control Advanced Course

Relevant Projects

ALDOT - SR-51 at Gateway Drive Roundabout Phase 2, Opelika, AL | *Project Engineer*

Ascension Parish - TO #2-LA 621 Realignment Mitigation, Gonzales, LA | *Project Engineer*

Blueprint - Lake Jackson Greenway, Tallahassee, FL | *LDSFTYENG | Project Engineer*

City of Tuscaloosa, AL, University Blvd. E at 39th AVE E, Tuscaloosa, AL | *Project Engineer*

FDOT D2 - Design of SR 24 from South of SR 26 to N of SR 222, Multiple Locations, FL | *Engineer-of-Record*

FDOT D2 - Design of SR 24 from South of SR 26 to N of SR 222, Multiple Locations, FL | *Project Manager*

FDOT D2 - SR 212/US 90/Beach Blvd from Linden Ave to Marion Road, Jacksonville, FL | *Project Manager*

FDOT D3 - DG 21.01 SR 8 (I-10)_Okaloosa, Crestview, FL | *Project Engineer*

FDOT D3 - Gulf Coast Parkway, New Two-Lane Rural Alignment from CR 2315 to SR 30A, Bay County, FL | *Project Engineer*

FDOT D3 - Wakulla Trail Ped Bridge (44055013201), County Wide/St. Marks, FL | *Project Engineer*

FDOT D5 - Safety Technical Support and Public Outreach, Districtwide, FL | *DPM*

FDOT D5 - TWO 1 CSC for Safety Technical Support and Public Outreach, Multiple Locations, FL | *DPM*

KYTC - Highway Safety Improvement Program (HSIP), Multiple Locations, KY | *Project Engineer*

Palmer - Design of State Road 16 Signalization and Lighting Design Plans, Green Cove Springs, FL | *Project Manager*

TDOT - I-40 at US 64 Interchange, Memphis, TN | *Project Engineer*



Arie Elvambuena, P.E.

Senior Project Manager
Gresham Smith

Arie brings over three decades project management, design, and CEI experience. He has led projects for City of Temple Terrace, City of Pinellas Park, Dade City, Punta Gorda, Pinellas County, Tampa, Sarasota, and Largo. Arie's experience includes intersection improvements, water line distribution, lift station rehab, stormwater, traffic reports, and design criteria package creation. Arie is certified in FDOT Advanced Work Zone Traffic Control.

Years of Experience

31

Education

Bachelor of Science, Civil Engineering, Purdue University

Registrations

Professional Engineer: FL

Relevant Projects

City of Pinellas Park - 60th St Multimodal Corridor, Pinellas Park, FL | *Business Development Lead*

City of Pinellas Park - Professional Services Continuing Contract, Pinellas Park, FL | *Project Manager*

Hillsborough TPO - General Planning Consultant (GPC), Various, FL | *Project Manager*

City of Tampa - West River District BUILD, Tampa, FL | *Project Manager*

FDEP - Curry Hammock State Park Keys Tidal Connections Restoration - Contract No. CN665-TA1 C02, Marathon, FL | *Project Manager*

FDEP - Jonathan Dickinson State Park FLAP Phase I Trail, Hobe Sound, FL | *Project Manager*

FDEP - Lovers Key State Park Redevelopment: Hurricane Ian Damage Repair - Contract No. CN215 TA3, Fort Myers, FL | *Project Manager*

FDOT D2 - Design of SR 24 from South of SR 26 to N of SR 222, Multiple Locations, FL | *Project Manager*

FDOT D2 - Palatka to Lake Butler Trail - CR 227 to Hampton Trail Head, Bradford County, FL | *Project Manager*

FDOT D2 - SR A1A Trail from Marineland to Fort Matanzas Inlet, Marineland, FL | *Project Manager*

FDOT D3 - DG 21.01 SR 8 (I-10)_Okaloosa, Crestview, FL | *Project Manager*

FDOT D7 - South Dale Mabry Highway From Neptune Street to Henderson Blvd Drainage Improvements, Tampa, FL | *Project Manager*



Namri Vera, P.E.

Transportation Engineer
Gresham Smith

Namri is an accomplished Transportation Engineer with specialized experience in Intelligent Transportation Systems (ITS) and signal design. His portfolio spans from traditional traffic signal designs to the implementation of cutting-edge Advanced Transportation Management Systems (ATMS). Throughout his career, Namri has contributed to the successful delivery of infrastructure solutions across a wide array of projects. His experience includes the design of more than 130 miles of fiber optic infrastructure, development of over 30 traffic signal systems, and the integration of communication systems for more than 90 signals. His ability to seamlessly blend technical expertise with innovative design strategies makes him a valuable asset to any transportation initiative focused on safety, efficiency, and future-ready mobility.

Years of Experience

9

Education

Bachelor of Science, Civil and Infrastructure Engineering,
George Mason University

Registrations

Professional Engineer: FL, TN

Memberships/Affiliations

Institute of Transportation Engineers

Accreditations/Certifications

Engineer In Training Certification

Relevant Projects

ATL Airport Community Improvement Districts (AACIDs) - Aerotropolis Freight Cluster Plan, Atlanta, GA | *Transportation Engineer*

Ascension - St. Thomas Midtown Master Plan Phase I - Clinical Decision Unit, Nashville, TN | *Transportation Engineer*

City of Athens - TDOT Multimodal Grant Sidewalk Project, Athens, TN | *Transportation Engineer*

City of Crossville - Northwest Connector Phase II, Crossville, TN | *Transportation Engineer*

City of Franklin - Engineering Services for Adaptive Signal Control Technology Implementation and Infrastructure Construction, Franklin, TN | *Designer*

City of Franklin - SR 96 (Murfreesboro Road) Traffic Signal Improvements, Franklin, TN | *Intern Engineer*

City of Hendersonville - Volunteer Dr. from New Shackle Island Road (US 258) Signal Warrant Analysis, Hendersonville, TN | *Designer*

City of Jackson - US 45 Bypass Southern Extension Environmental Assessment, Jackson, TN | *Designer*

City of Knoxville - Advanced Traffic Management System, Middlebrook Pike, Knoxville, TN | *Intern Engineer*

City of Knoxville - James White Parkway Urban Wilderness Gateway, Knoxville, TN | *Transportation Engineer*

City of Knoxville - Pleasant Ridge Road Road Improvements, Phase II, Knoxville, TN | *Transportation Engineer*

City of Pigeon Forge - Jake Thomas Road Design, Pigeon Forge, TN | *Transportation Engineer*

City of Roswell - Atlanta Street Historic Gateway Corridor, Roswell, GA | *Transportation Engineer*

FDOT D2 - SR 212/US 90/Beach Blvd from Linden Ave to Marion Road, Jacksonville, FL | *Transportation Engineer*

KYTC - I-Move KY Design Build, Multiple Locations, KY | *Designer*

MDOT - 2018 TRD WA#1: SR601/Canal Road North Phase A, Gulfport, MS | *Designer*

TDOT - Jackson Area MPO 2050 Long-Range Transportation Plan (LRTP), Jackson, TN | *Transportation Engineer*

TDOT - SR 266, Road Safety Audit Report, Smyrna, TN | *Quality Assurance/Quality Control*

Town of Smyrna - Sam Ridley Parkway at Old Nashville Highway, Smyrna, TN | *Transportation Engineer*

Town of Smyrna - Sam Ridley Parkway Improvements, Smyrna, TN | *Transportation Engineer*



Kush Bhagat, P.E., IMSA, RSP1

Project Engineer
Gresham Smith

Since 2017, Kush has been in Central Florida working as a consultant in the traffic safety, traffic signal retiming, signal design, and development services arenas. His expertise includes transportation safety planning and analysis, traffic operations, traffic impact assessments, parking studies, and signal design. Kush is also experienced in crash data analysis and trends, having participated in numerous Road Safety Audits (RSA) in Massachusetts while working at MassDOT. Kush has been able to refine his traffic operations skills while working with conventional Time-of-Day (TOD) and adaptive signal systems on microsimulation-based signal retiming projects throughout Florida, and he has also assisted with signing and marking studies at several Florida airports. Kush is passionate about traffic safety and is eager to help our Florida clients reduce and eliminate traffic fatalities and injuries.

Education

Bachelor of Engineering, Civil Engineering, University of Massachusetts at Lowell

Registrations

Professional Engineer: FL

Accreditations/Certifications

IMSA Traffic Signal Technician Level II
Road Safety Professional 1

Relevant Projects

FDOT - State Safety Office General Support, FDOT Central Office, FL | *Project Engineer*

FDOT - Central Office Delay Impact of Pedestrian Signal Timing Strategies, FDOT Central Office, FL | *Project Engineer*

FDOT - District 5 Innovative Multimodal Corridors S.R. 436 Safety Assessment; Orange County, FL | *Project Engineer*

FDOT - District 5 Multimodal Mobility Safety Assessments;
FDOT - District 5, FL | *Project Engineer*

FDOT - District 5 Bicycle and Pedestrian Master Plan, FDOT District 5, FL | *Project Engineer*

Orange County Public Schools - Transportation Impact Studies, Orange County, FL | *Project Engineer*

Orange County Public Schools - School Zone Flasher Design, Orange County, FL | *Project Engineer*



Fred brings clients scenario planning, storytelling and the application of nontraditional performance measures to enhance the transportation and land use decision-making process.

EDUCATION

MS, Urban and Regional Planning,
Florida State University, 2002

BA, Anthropology, University of
South Florida, 1998

EXPERIENCE

Haskell Since: 2022

Industry Since: 2002

LICENSES & CERTIFICATIONS

American Institute of Certified
Planners, 2006, #020918

Roadway Safety Professional (RSP),
2023, #995

AFFILIATIONS & ASSOCIATIONS

City of Jacksonville Downtown
Development Review Board

American Planning Association

Smart Growth America National
Complete Streets Coalition,
Steering Committee

Congress of New Urbanism

Fred Jones, AICP, RSP¹

DIRECTOR - PLANNING & DESIGN COLLABORATIVE

Fred is the director of Haskell's Planning & Design Collaborative. He has years of industry experience in multimodal transportation planning, safety, complete streets and active transportation, transit-oriented development, as well as experience in land use development, coding, and regulatory issues. Fred brings a focus on implementation through strategy, policy and design to resolve community and infrastructure barriers, inspiring communities to create lasting spaces and places.

HASKELL EXPERIENCE

- ♦ **City of Tampa Multimodal Network and Safety Improvements Project (West River District), Tampa, FL.** Design-build, \$56.9 million. A phased project to initially design and then construct a project to increase connectivity and local economic activity and enhance livability and public health for downtown and its surrounding neighborhoods adjacent to the west side of the Hillsborough River.
- ♦ **Creating Safe Spaces Action Plan, Jacksonville, FL.** Design services. Assisting the Jacksonville Transportation Authority (JTA) in the preparation of their Vision Zero-based safety action plan. The action plan assisted JTA in accomplishing key initiatives identified in their MOVE 2027 Strategic Plan, furthering JTA as a leader in transit-based development. The project included safety, mobility, demographic, and infrastructure data collection as the foundation of the Creating Safe Spaces Action Plan development.
- ♦ **JTA Vision Zero Action Plan (Jacksonville Transportation Authority) Jacksonville, FL.** Design services. Supporting JTA through research and review, coordination, and creation of a transit-focused Vision Zero Safety Action Plan to best position the agency to advance their key last mile project priorities for grant funding and implementation. The plan is focused on a "call to action" for safety and access to JTA's high frequency transit corridors, identifying a high injury network around stop locations and creating specific, safety countermeasures and high impact strategies for implementation.

PRIOR EXPERIENCE

- ♦ **Smart Growth America Complete Streets Technical Assistance Workshops, Various locations throughout the U.S.** Assist in conducting interactive workshops across the country with the National Complete Streets Coalition to assist state and local agencies across the country with the development and implementation of effective complete street policies, procedures and design considerations. Fred was the technical advisor. Jacksonville Transportation Authority (JTA) MOVE Plan Phase I, Jacksonville, FL. A tactical action plan created in response to the COVID-19 crisis with immediate recommendations and a roadmap to the Authority's strategic action plan update. It was based on extensive outreach to industry experts, examination of evolving best practices and research and a series of internal leadership, workforce and customer interviews and workshops. These activities culminated in an internal exploratory scenario planning exercise involving JTA senior leadership. Helped direct overall project and report, including client communications, workshops, scheduling, interviews, research, scenario planning, writing, editing, graphics, presentations and document formatting. Fred as the project planner.



Brandie Miklus, AICP

SENIOR PLANNER - PLANNING + DESIGN COLLABORATIVE

Brandie brings a multitude of experience in urban planning to resolve transportation barriers, inspiring communities to create sustainable spaces and environments.

EDUCATION

MS, Urban and Regional Planning,
Florida State University, 2007

BA, Mass Media Studies, Florida
State University, 2003

EXPERIENCE

Haskell Since: 2025

Industry Since: 2007

AFFILIATIONS & ASSOCIATIONS

American Institute of Certified
Planners (AICP)

American Planning Association
FL Chapter

Tampa Downtown Partnership
Transportation Committee

Congress for New Urbanism (CNU)

Friends of Tampa Union Station
Volunteer Board Member
and President

Brandie is a detail-driven professional with 19 years of progressively responsible experience in multimodal planning and public involvement. Her knowledge includes transit and transportation planning, master planning, alternatives analyses, long range transportation planning, feasibility studies, and community collaboration. She also has experience in land use analysis and grant writing for capital improvement projects.

HASKELL EXPERIENCE

- ♦ **Tampa Future Land Use Public Engagement, Tampa, FL.** The Future Land Use Section of the Tampa Comprehensive Plan lays out the long-term vision for how land in the City of Tampa should be used and developed based on feedback provided by the community. Led by Brandie, Haskell worked with the Planning Commission to design a robust and strategic engagement plan to meaningfully engage the public on future land use section. As a result, 15 virtual and in-person meetings took place over the course of 60 days. Nearly 850 community members participated in these meetings, and 400 in-person comments were collected. In addition, an online survey was conducted, collecting 1,377 comments from 534 unique participants. All meetings included customized, easy-to-understand presentations along with carefully crafted Frequently Asked Questions.
- ♦ **Palm Beach County Safety Action Plan, Palm Beach County, FL.** Kittelson teamed with The Haskell Company to conduct over 20 stakeholder interviews across Palm Beach County's 39 local municipalities, partner agencies, and large Homeowner Associations over a three-week period. These conversations provided valuable context to supplement data analysis. Brandie led a majority of the stakeholder meetings and compiled a summary document with key takeaways.

PRIOR EXPERIENCE

- ♦ **Tampa Future Land Use Assessment and Comprehensive Plan Assistance - Hillsborough County City-County Planning Commission, FL.** Brandie was part of a team working on an analysis of Tampa's Future Land Use (FLU) categories and associated policy provisions for Tampa's Comprehensive Plan. Brandie led the production of the Public Engagement Summary report of the FLU assessment and provides strategic communications support to the Planning Commission on recommendations that emphasize affordable housing, "missing middle" housing, and neighborhood identity.
- ♦ **Infrastructure and Mobility Program Coordinator, City of Tampa, FL.** Brandie served as the Chief Communications Officer for the Mobility Department while supporting the City's Infrastructure and Mobility Portfolio. She coordinated with partner agencies (HART, Florida DOT, THEA, USF CUTR, and the Hillsborough TPO), community leaders and advocates, local media, neighborhood presidents, and briefed Tampa City Councilmembers on local transportation issues. Brandie also provided strategic communications support to the following Mobility Department initiatives, projects, grants, and programs as part of Mayor Jane Castor's Transforming Tampa's Tomorrow strategy: Tampa's first-ever Citywide Mobility Plan (known as Tampa MOVES), Tampa's Vision Zero Action Plan, USDOT's Safe Streets and Roads for All grant, USDOT's Reconnecting Communities Program grant, and FHWA's BUILD Grant for the West Riverwalk project.
- ♦ **US 98 Bus Rapid Transit Feasibility Plan (FDOT District 1, FL) Project Manager.** Brandie led the project team in evaluating the feasibility of premium transit along the US 98 corridor near Downtown Lakeland, as part of the Lakeland



Mikhail Alert, AICP

GIS SPECIALIST/PLANNER

Mikhail has the ability to articulate the client's vision by developing a series of conceptual designs and formulating strategy opportunities for sound decisions.

EDUCATION

MS, Real Estate & Built Environment,
University of Denver, Daniels
College of Business, Denver, CO

MA & BS Architecture, Andrews
University, School of Architecture,
Berrien Springs, MI

EXPERIENCE

Haskell: Since 2018

Industry: Since 2010

LICENSES & CERTIFICATIONS

- » American Institute of Certified Planners #31297
- » Completed CCIM Courses: 101, 102, 103 & 104
- » NDC Housing Development Finance Professional® Certification #1016-030

PROFESSIONAL AFFILIATIONS

Associate Design-Build
Professional™

Mikhail works with design managers to produce design and construction documents along with performing dimensional layouts and analysis for productions. He also researches, documents and is responsible for discipline design compliance with all applicable codes, ordinances, standards and regulations. He coordinates work with other disciplines to minimize deficiencies, errors and omissions in drawings and specifications.

HASKELL EXPERIENCE

- ♦ **Town of Orange Park 2040 Visioning Plan, Orange Park, FL.** Creation of a long-term growth and development plan to correspond to the Town's 2040 Comprehensive Plan. The plan developed innovative planning and development strategies to promote a diverse economy, vibrant rural and suburban areas, historic preservation structures, and facilities which promote healthy recreation, all of which meet the requirements of the Community Planning Act, while protecting environmentally sensitive areas.
- ♦ **JTA Complete Streets Corridor Study, Jacksonville, FL.** Facilitation of multiple community visioning charrettes to identify immediate, mid-term and long-term improvements along the Merrill Road and University Boulevard North corridors designed to maximize transit and multimodal accessibility and safety. This study used data collection, transportation/land use relationships; access management; code analysis; feasibility study; rideshare and other multimodal analysis to determine the impacts and implications local, state, and federal policies, legislative issues, processes, and standards have on complete streets, placemaking, property values and transit for the locality and MPO region.
- ♦ **JTA Creating Safe Spaces Action Plan, Jacksonville, FL.** Assisting the Jacksonville Transportation Authority (JTA) in the preparation of their Vision Zero-based safety action plan. The action plan assisted JTA in accomplishing key initiatives identified in their MOVE 2027 Strategic Plan, furthering JTA as a leader in transit-based development. The project included safety, mobility, demographic, and infrastructure data collection as the foundation of the Creating Safe Spaces Action Plan development.
- ♦ **City of Jacksonville Vision Zero Plan Jacksonville, FL.** Supporting The City of Jacksonville to address the substantial number of injuries and fatalities on Jacksonville's roadways, in developing its first Vision Zero Action Plan as a recipient of USDOT's Safe Streets for All program. The City's Action Plan will document the processes to support transparency and validate and memorialize new safety strategies and projects.

PRIOR EXPERIENCE

- ♦ **Shape Bham Health Planning Initiative, City of Birmingham, AL.** While working for the Regional Planning Commission of Greater Birmingham as a Senior Planner, Mikhail led this health planning initiative to create quality of life report cards for 20 of Birmingham's 99 neighborhoods. Built and managed an interdisciplinary project team consisting of various public health practitioners, transportation engineers and planners. Supervised team in the data collection and dissemination of data for 20 of Birmingham's 99 neighborhoods. Developed evidence-based recommendations and health report cards, and established performance measures for improvement for each indicator. Organized city-wide stakeholders group to increase awareness and support for the project. This initiative comprised of data

WADE CARROLL

AICP, RSP¹ (POND)

EDUCATION

- MPA, Urban Planning & Management, University of South Florida, 1997
- BS, Geography, City & Regional Planning, Western Kentucky University, 1993

REGISTRATION

- AICP #015749
- RSP¹ #1194

A native of Tampa, Wade has 28 years of experience and started his career in Florida (with the Pinellas MPO and City of Tarpon Springs). As such, he has a unique perspective of the transformation of Hillsborough County as it has grown over the past 40 years. Since entering the private sector, he has led statewide, regional, and local planning efforts and gained a profound understanding of statewide policy and its influence on MPO operations. From a national perspective, Wade served as Project Manager on NCHRP 1002: Metropolitan Planning Organizations: Strategies for Future Success for MPO best practices. From a safety perspective, Wade is a Registered Safety Professional and currently a project advisor on all of Pond's SS4A efforts. His primary responsibilities are ensuring best practices in the planning process and developing work programs that reflect FHWA priorities to position his clients for SS4A Implementation Grants and other funding opportunities. His experience working with MPOs in developing MTPs, regional freight plans, MPO-funded special studies, identifying regional funding opportunities presented by the Bipartisan Infrastructure Law (BIL), and researching best practices make Wade an ideal candidate to support the HDR team for a range of potential assignments.

PROJECT EXPERIENCE

NCHRP 1002: Metropolitan Planning Organizations: Strategies for Future Success, Project Manager

West Tampa Community Redevelopment Area (CRA) Parking Study, Project Advisor

Columbus-Phenix City MPO 2050 MTP, CMP, and Freight Plan Update, Project Manager

SS4A Action Plans for Carroll County (GA), Fayette County (GA), Cherokee County (GA), City of Hinesville (GA), and Chatham County (GA), Senior Project Advisor

SS4A Action Plan Grant Application Assistance for Clarkston, GA and Barrow County, GA (Both Awarded), Project Manager

Rail Crossing Elimination Grant Application Assistance for DeKalb County (GA) (Awarded), Project Manager

ARC Strategic Regional Thoroughfare Plan, Project Manager

ARC Regional Freight Cluster Plans, Project Manager

Brunswick (GA) MPO Regional Freight Plan, Project Manager

ARC Comprehensive Economic Development Strategy, Project Manager

Montgomery (AL) MPO LRTP Update, Project Manager

Gadsden (AL) MPO LRTP Update, Project Manager

Gwinnett County CTP, Senior Project Advisor



Office Location
Tampa, FL

Availability
35%

Current Project Workload
Hillsborough TPO On Call
Columbus SS4A Safety Action Plan
Pasco County MPO On-Call
City of Tucker, GA Transportation and Trails Master Plan
Clayton County, GA Comprehensive Transportation Plan

KAT ONORE

AICP (POND)

EDUCATION

- MS, City & Regional Planning, Georgia Institute of Technology
- BA, Art: Architecture + Urbanism, Smith College

REGISTRATION

- AICP #410466

Kat is a mobility planner who helps communities identify priorities and develop plans with context-sensitive tools and strategies for implementation. Kat brings over 10 years of experience with active transportation planning and design, and balancing needs of all users in complex multimodal systems. She is leading the identification of appropriate safety treatments related to active transportation for all of Pond's SS4A efforts. Kat has a thorough understanding of the issues that influence bicycle and pedestrian safety in urban, suburban, and rural environments.

PROJECT EXPERIENCE

Collier Road Multimodal Corridor Study, Project Manager

DARTS MPO Bicycle & Pedestrian Plan, Transportation Planner

West Tampa Community Redevelopment Area Parking Study, Transportation Planner

Cherokee County SS4A Action Plan, Deputy Project Manager

Cherokee County CTP Update, Development Constraints Planner

Cherokee County Comprehensive Plan Update, Transportation Planner

Carroll County SS4A Action Plan, Active Transportation Safety Lead

Fayette County SS4A Action Plan, Active Transportation Safety Lead

City of Fairburn On-Call Services, Transportation Planner

Gwinnett County CTP, Transportation Planner

5th Street Complete Streets Design, Alternatives Analyst and Conceptual Designer

UGA Campus Connectivity Study, Bicycle and Pedestrian Connectivity Planner

Clarkston Parks & Trails Plan, Project Manager

Clarkston Connecting Communities Grant Writing Assistance, Transportation Planner

City of Winder Comprehensive Planning & Zoning, Project Manager

Cycle Atlanta 2.0 Bicycle Plan, Bikeway Designer

Bike to Ride: An Idea Book of Regional Strategies for Improving Bicycling Access to Transit, Transportation Planner



Office Location
Atlanta, GA

Availability
35%

Current Project Workload
Columbus SS4A Safety Action Plan
City of Tucker, GA Transportation and Trails Master Plan
Clayton County, GA Comprehensive Transportation Plan
Collier Road Corridor Study

John Greist

SOUTHEAST REGIONAL MANAGER



BACKGROUND

John's expertise includes field operations, project coordination, project estimation, client management, scheduling, and employee management. He has successfully managed large turning movement count and machine count projects and is experienced in the collection of all service types offered by NDS. John has also assisted in the successful coordination and collection of specialized studies throughout Florida, piloting several new data technologies and techniques along the way.

PROJECT EXPERIENCE

Private Engineering Firms | AL, FL, GA, KY, NC, SC, TN | 2016 - Current

John has been contracted by approximately 150 firms spread across 50 locations and by approximately 450 individual clients to conduct:

- ❖ 3000+: Turning movement counts
- ❖ 1000+: Volume, classification, and/or speed counts

Hillsborough County TPO GPC | Hillsborough County, FL | 2023 - Current

NDS has been subcontracted by Benesch to provide traffic data collection support for Hillsborough County. NDS has collected approximately:

- ❖ 606: 1-day, 2-day, 3-day, 5-day, or 7-day Volume, speed, and/or classification counts
- ❖ 76: Turning movement counts with pedestrians, bicycles, & heavy trucks (FHWA 4+)
- ❖ 95: 1-day, 2-day, or 3-day Pedestrian and/or bicycle counts
- ❖ 2: Delay studies
- ❖ 1: 12hr Gap study
- ❖ 1: 12hr Train observation study
- ❖ 144 hours of video surveillance

Ricordo Associates – ATL Data Collection Study | Atlanta, GA | 2021 - 2025

Since 2023, NDS has collected approximately:

- ❖ 18,984 hours of video surveillance
- ❖ 8: 1-day or 2-day Volume and classification counts
- ❖ 127: 1-day, 2-day, 7-day, 8-day, 9-day, or 21-day Volume counts
- ❖ 15: 1-day or 3-day Turning movement counts with pedestrians, bicycles, and heavy trucks

Cobb County DOT RFQ | Cobb County, GA | 2023 - 2024

NDS was tasked with the collection of:

- ❖ 46: 24hr Volume and speed machine counts
- ❖ 7: 3-day Pedestrian counts with or without sub-classification of adults vs. school-aged

Knoxville-Knox County Planning Commission – Knox County Area Traffic Count Data Collection | Knox County, TN | 2019 - Current

Annual collection consisted of approximately:

- ❖ 140: 24hr Volume machine counts

Knox County Government – Traffic Data Collection Services | Knox County, TN | 2019 - Current

NDS is the on-call traffic data collection company for Knox County. Beginning in June of 2019, NDS has conducted approximately:

- ❖ 107: Turning movement counts
- ❖ 105: 24hr Volume and speed machine counts

Modern Mobility Partners – Professional Transportation Planning Services for the Chattanooga-Hamilton County/North Georgia Transportation Planning Organization | Hamilton County, TN | 2021 - 2023

NDS is contracted to perform the following annual counts:

- ❖ 25: 3-Day Pedestrian, bicycle, wheelchair, skateboard, & scooter counts

EDUCATION

Bachelors in Business
Administration/Management
Florida International University

YEARS OF EXPERIENCE

21 years

YEARS WITH NDS

9 years

PROJECT MANAGEMENT

21 years

SCHEDULING MANAGEMENT

21 years

DATA COLLECTION MANAGEMENT

11 years

PROFESSIONAL ASSOCIATIONS

Member of ITE

LICENSES & CERTIFICATIONS

N/A

Kevin Deal

CHIEF OPERATIONS OFFICER



BACKGROUND

Kevin has amassed a great deal of experience in every aspect of the data collection industry. His expertise includes field operations, administrative operations, program development, R & D and companywide quality control. He has successfully managed over 50,000 projects from inception to completion which have at times included customized study development as well as customized deliverables. Kevin oversees the annual collection of approximately 20,000 turning movement counts, 25,000 automatic traffic recorder counts, and thousands of specialized studies.

PROJECT EXPERIENCE

NYSDOT - Traffic Count Collection Service | Statewide, NY | 2021 - Current

NDS is the on-call traffic data collection company for the New York State DOT. Annual data collection consists of approximately:

- ❖ 2,800: 3-Day Class machine counts
- ❖ 2,500: 3-Day Volume machine counts
- ❖ 180: 50hr Non-Intrusive classification counts
- ❖ 100: Turning movement counts with varying collection requirements

NYCDOT - Citywide Data Collection, Tabulation and Analysis Services | New York, NY | 2019 - Current

NDS is the on-call traffic data collection company for the New York City DOT. Annual data collection consists of approximately:

- ❖ 3,208: 7-day, 9-day, or 14-day Volume machine counts
- ❖ 2,860: 1-day, 2-day, or 3-day Turning movement counts requiring various hours of collection as well as sub-classification of vehicles and pedestrians.
- ❖ 606: 1-day, 2-day, or 3-day Pedestrian counts
- ❖ 719: 1-day, 2-day, or 3-day Bicycle counts of requiring various hours of collection as well as sub classification of cyclists.
- ❖ 184 Spot Speed Radar Counts

City of Dallas DOT - Traffic Counting Services | Dallas, TX | 2023 - Current

NDS is the on-call traffic data collection company for the City of Dallas DOT. Beginning in July of 2023, NDS has conducted approximately:

- ❖ 2,195: Speed counts
- ❖ 719: Volume counts
- ❖ 527: Turning movement counts with pedestrians, bicycles, buses, and/or heavy vehicles (FHWA 5+)
- ❖ 293: Pedestrian & bicycle studies with or without exposure index analysis
- ❖ 12: Gap studies

LADOT - On-Call Traffic Engineering Surveys | Los Angeles, CA | 2005 - Current

NDS is the on-call traffic data collection company for the Los Angeles DOT. In recent years, data collection has consisted of approximately:

- ❖ 427: Turning movement counts requiring heavy trucks, public transport buses, pedestrians (adults vs. school-aged), and bicycles
- ❖ 239: Volume, classification, and/or speed counts
- ❖ 71: Parking studies
- ❖ 47: Spot speed radar surveys
- ❖ 26: Screenline counts
- ❖ 9: Pedestrian and/or bicycle counts
- ❖ 7: Travel time studies
- ❖ 4,248: hours of video surveillance

EDUCATION

B.S. in Production & Engineering

YEARS OF EXPERIENCE

21

YEARS WITH NDS

21

PROJECT MANAGEMENT

21

SCHEDULING MANAGEMENT

21

DATA COLLECTION MANAGEMENT

21

PROFESSIONAL ASSOCIATIONS

Member of ITE

LICENSES & CERTIFICATIONS

N/A



Danielle E. Joyce



In recognizing the need to emphasize small businesses in the transportation industry, Danielle launched Transpology, Inc. in July 2024, that values quality, innovation, and sustainability. Transpology's mission aims to transform transportation as we know it today by understanding and applying the human centric components of the unique transporting trends of each community. By adequately applying this knowledge, communities can successfully implement customized solutions that result in inclusive, safe, and efficient transportation systems. Through Transpology, Inc., Danielle will continue to passionately perform award-winning transportation improvements.

RELEVANT PROFESSIONAL EXPERIENCE

Safety, Mobility, and Transportation Engineering Support, Hillsborough County, FL – Project Manager for this on-call contract for Hillsborough County (Transpology, Inc. is a sub-consultant to BCC Engineering, a Parsons Company). The services to be provided cover safety, mobility and transportation engineering studies, drafting engineering documents, performing engineering document review, analysis and recommendations for work requests, preparation of presentations, project feasibility and development, creation of support documents, data collection, attending public meetings, transportation planning, project management, grant support, design, alternative analysis, engineering field reviews, and other technical tasks to support safety and mobility initiatives.

City of Sarasota Main Street Visioning, City of Sarasota, FL – Project Manager (subconsultant) for the Main Street Visioning project to enable business, institutional, development, and community leaders to provide input and identify the potential improvement projects that the Main Street Complete Streets Project will incorporate. In addition to engaging project stakeholders, Ms. Joyce coordinated with City staff throughout the planning process. She assisted with the Technical Working Group, consisting of core members of City staff, to review project progress, evaluate catalytic ideas and solutions, and provided critical input and feedback. Additionally, she oversaw the development of conceptual design plans, typology, and vision boards, as well as participated in the public involvement workshops.

Lakeland Area Alternative Analysis Study, FDOT District 1, Lakeland, FL – Deputy Project Manager responsible for quality assurance of recommendations for cost effective improvements on multiple Road Safety Audit studies for several corridors in Lakeland area to improve the mobility of pedestrians and bicyclists. This study assisted the District and its transportation partners in defining a program of context sensitive solutions to improve the transportation, safety, economic and quality of life goals within the corridor across all modes of transportation. Ms. Joyce participated in the public meetings and spearheaded the stakeholder workshops and development of four Corridor Actions Plans (CAP).

Old Dixie Trail from Auburndale to Haines City PD&E, FDOT District 1, Polk County, FL – Safety Lead responsible for the safety and feasibility analysis for a planned trail facility between the Auburndale Trailhead and the Haines City Trailhead, a 12-mile corridor in Polk County. The intent of the trail is to provide regional connectivity that will offer economic and recreational benefits. This project included performing analysis of potential trail corridors based on a variety of evaluation criteria, conducting a public involvement program, including stakeholder outreach, to develop a purpose and need for the project and preparing a feasibility report.

EDUCATION:

*BS, Civil Engineering,
West Virginia University, 2002*

REGISTRATION:

*Currently pursuing AICP
2019/Road Safety Professional
2016/Professional Transportation Planner,
#508
2014/ FHWA-NHI-133123 Systems
Engineering for Signal Systems Including
Adaptive Control, NHI
2010/Road Safety Audits, University of MD
2009/OSHA 10hr Construction Safety
2006/FHWA National MUTCD Temporary
Traffic Control in Mobile Operations*

YEARS AT CURRENT FIRM: 1.5

YEARS AT OTHER FIRMS: 23

PROFESSIONAL AFFILIATIONS:

WTS Tampa

*Tampa Bay Institute of Transportation
Engineers*

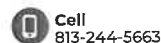
*FLPR District Institute of
Transportation Engineers, current
BOD Treasurer*

Bike/Walk Tampa Bay Regional Coalition

*Walk/Bike Tampa – Technical Lead for the
Active Living Committee*

American Planning Association

*Smart Growth America Leadership
Council*





We can commit to meeting the stated DBE goal. We are also prepared to discuss this further should a change be necessary to accommodate the USDOT Interim Final Rule (IFR) and guidance issued October 3, 2025.

At this time, FDOT has not completed the required evaluation of its DBE program under the Interim Rule issued by USDOT in October of 2025. As a result, there are currently no FDOT-approved DBE firms available for participation within the State of Florida. In order to remain in full compliance with applicable federal and state regulations, we are therefore unable to commit to DBE participation for this project.

We remain committed to regulatory compliance and to working collaboratively with the TPO to address this matter. Our teams members Vrana Consulting and Transpology have applied for Small Business Enterprise (SBE) status with the Florida Department of Transportation

KEY ELEMENTS OF BENESCH'S DBE/SBE PARTICIPATION PLAN

COMMITMENT TO GOALS

Benesch consistently commits to meeting or surpassing DBE/SBE participation goals as set by clients and agencies. For example, on recent projects, Benesch has pledged to meet goals ranging from 6% to 25%, depending on project requirements and local regulations.

MEANINGFUL ENGAGEMENT

We actively identify and engage certified DBE/SBE firms for both design and construction services. This includes early outreach, participation in open houses and matchmaking sessions and holding one-on-one meetings to discuss scopes and schedules in detail.

ONGOING MONITORING AND REPORTING

Benesch monitors and reports DBE/SBE participation monthly and as required by the client, ensuring transparency and accountability throughout the project lifecycle.

GOOD FAITH EFFORTS

If a DBE/SBE firm is unable to perform, Benesch makes good faith efforts to replace them with another qualified DBE/SBE firm, maintaining compliance with all contractual and regulatory requirements.

SUPPORT AND MENTORING

We provide support, education and mentoring to DBE/SBE partners to help them navigate unique procurement processes and build capacity for future opportunities.

DOCUMENTATION AND COMPLIANCE

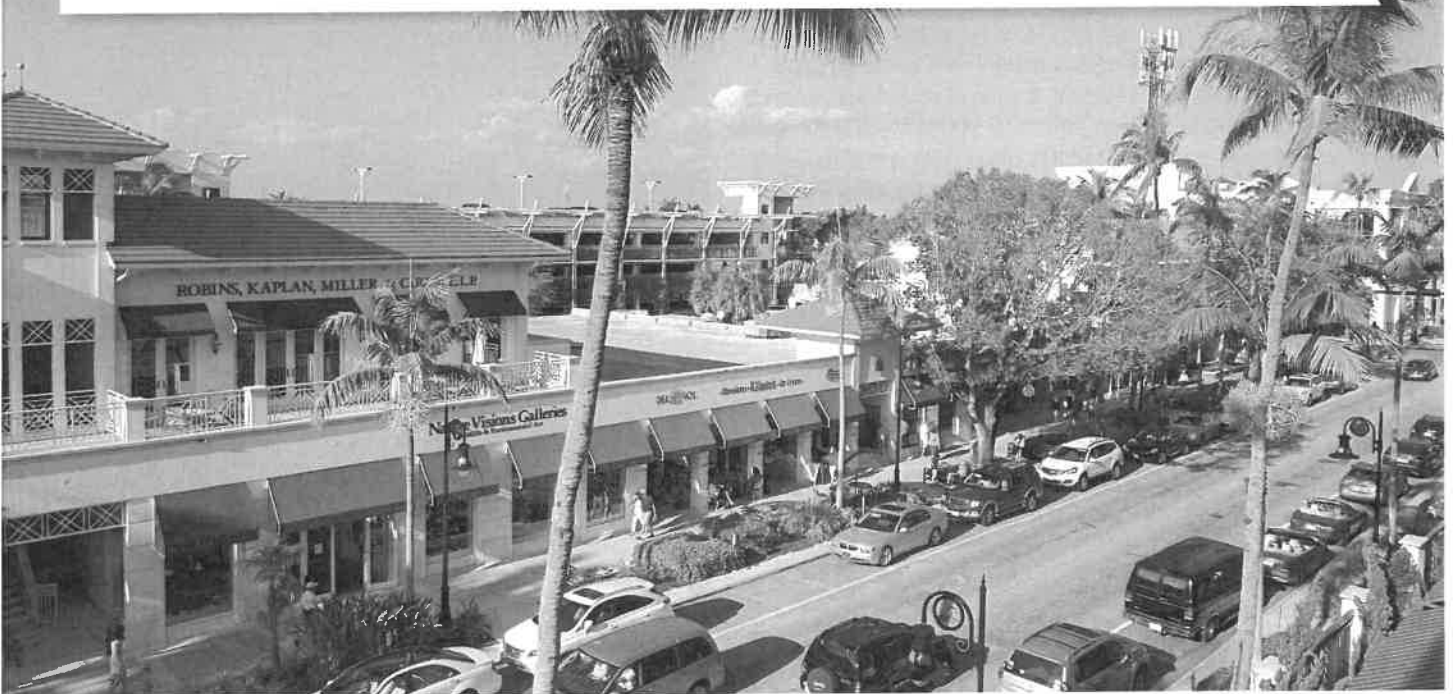
Benesch diligently documents all DBE/SBE engagement and compliance efforts, including letters of intent, participation schedules and commitment statements, as required by contract and agency guidelines.

Documentation of subconsultant's DBE status are located in Tab 7 - DBE Utilization.



Polk Transportation
Planning Organization

TAB 4 **Interactions with TPO & Regulatory Agency Staff**



**REGULATORY COMPLIANCE UNDERSTANDING**

The Benesch Team has decades of combined experience and part of that experience relates to our interactions with local, state, regional and federal agencies in the Southeast and throughout Florida which covers Iowa for several federal agencies, in particular. We have cultivated strong working relationships with agencies at all levels.

Agencies with which we have frequently coordinated with over the years include but aren't limited to: DNR, SHPO, FHWA, FAA, EPA, USFWS, NPS, USACE, Coast Guard, NRCS, HUD, FEMA, Councils of Government, MPOs, counties and cities to name some.

Further, we understand the interaction between laws, such as Section 4(f) and Section 106, the added coordination required and how a project schedule will need to be managed when navigating these processes. Surveys for threatened and endangered species, such as bats and plants, wetland surveys and Phase I archaeology can be affected by and can affect a project's timeline and need to be considered when starting any new project we would be assigned under this on-call contract.

We also are adept at identifying and mitigating ADA accessibility issues related to bus stops and facilities, and have developed infrastructure guidelines manuals for agencies to help better plan for accessible transit design. We also have prepared several Title VI Plan updates, DBE Plan updates, EEO Plan updates, and locally-coordinated human services transportation plans. With these latter plans, especially, we have had to deal with cross-jurisdictional boundary issues and regulations, and successfully navigated them.

Trusted Transit Partner for Agencies Across the Nation

At Benesch, we're really passionate about the work we do. We firmly believe that strong transit systems are the backbone of our communities. Over the last 25 years, we've built a transit solutions team capable of tackling challenges large and small with the ability to identify opportunities to improve operations, streamline service, cut costs, and—most importantly—get people where they need to be, when they need to be there.

Green indicates states/territories where our transit and multimodal planning team has worked.

**Federal & State Transit Regulatory Compliance**

We also provide a wide range of expertise and knowledge regarding federal and state programs and requirements.

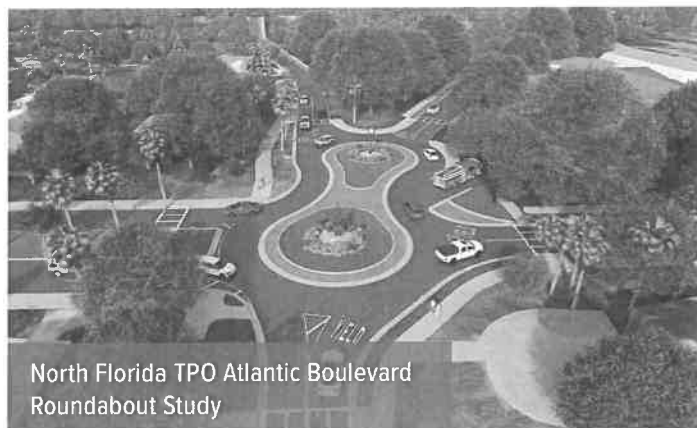
In Florida, for example, we have supported FDOT with FTA grant recipient on-site compliance reviews, technical assistance, and agency training on Transit Grants and Local Match Mechanisms. We have provided hands-on support to FTA grant recipients, including training staff on Title VI, Transit Operation Plans, Triennial Review preparation, procurement, and preventive maintenance. We have completed numerous Environmental Justice (EJ) planning efforts, as well as ensured that plans, programs, service/fare changes, and outreach activities comply with Federal Title VI regulations and related Federal non-discrimination authorities, such as the ADA.



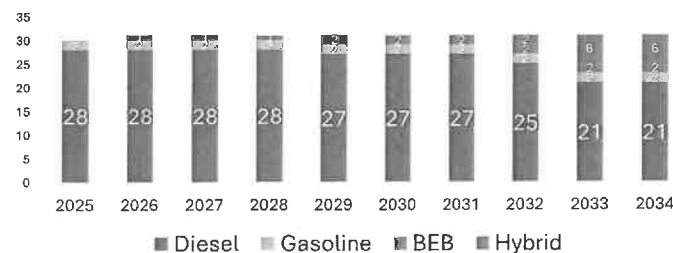
RECENTLY COMPLETED

Our Florida Division's Transit & Transportation Planning Group has recently completed several TPO task assignments. Our proposed contract manager has multiple projects that will conclude before the spring of 2026. Projects that have been completed within the past six months are listed below:

- Citrus County Transit Development Plan Update
- Collier Area Transit Zero Emissions Vehicle Transition Plan
- North Florida TPO Atlantic Boulevard Roundabout Study
- North Florida TPO International Golf Parkway Access Management Study
- North Florida TPO SR 105 Corridor Study
- Pasco County Micromobility Counts
- Pasco County Community Transportation Coordinator Annual Evaluation
- Pasco County MPO Freight Study Update Phase 1
- Pasco County MPO Transportation Disadvantaged Service Plan (TDSP) Annual Update
- Pinellas County Multimodal Impact Fee Ordinance
- Polk TPO Annual Traffic Counts
- St. Lucie TPO Annual Traffic Counts and Level of Service Update
- St. Lucie TPO US 1 Congestion Study



North Florida TPO Atlantic Boulevard Roundabout Study



Collier County Transit Zero Emissions Vehicle Transition Plan

ACTIVE

Serving as a General Planning Consultant to TPOs, municipal governments, transit agencies and FDOT District Offices, we do anticipate receiving task order assignments throughout the year. Projects listed below reflect the known anticipated task order assignments along with a project stage.

- City of Bonita Springs Mobility Plan - 25%
- Collier MPO Congestion Management Process - 20%
- Greater Nashville Regional Council Coordinated Human Services Transportation Plan - Notice to Proceed
- Hillsborough TPO Project Prioritization Process - 50%
- Hernando/Citrus MPO 2027 TIP - Notice to Proceed pending
- North Florida TPO New Kings Road (US 1) Corridor Safety Evaluation - 60%
- North Florida TPO Protected Bicycle Lanes Study - 40%
- North Florida TPO Port of Fernandina Traffic Study - 70%
- Pasco County MPO Freight Plan Phase 2 - 75%
- Sarasota/Manatee MPO Project Prioritization Update - 10%
- Various task order assignments from FDOT, MPO, and municipal on-call contracts



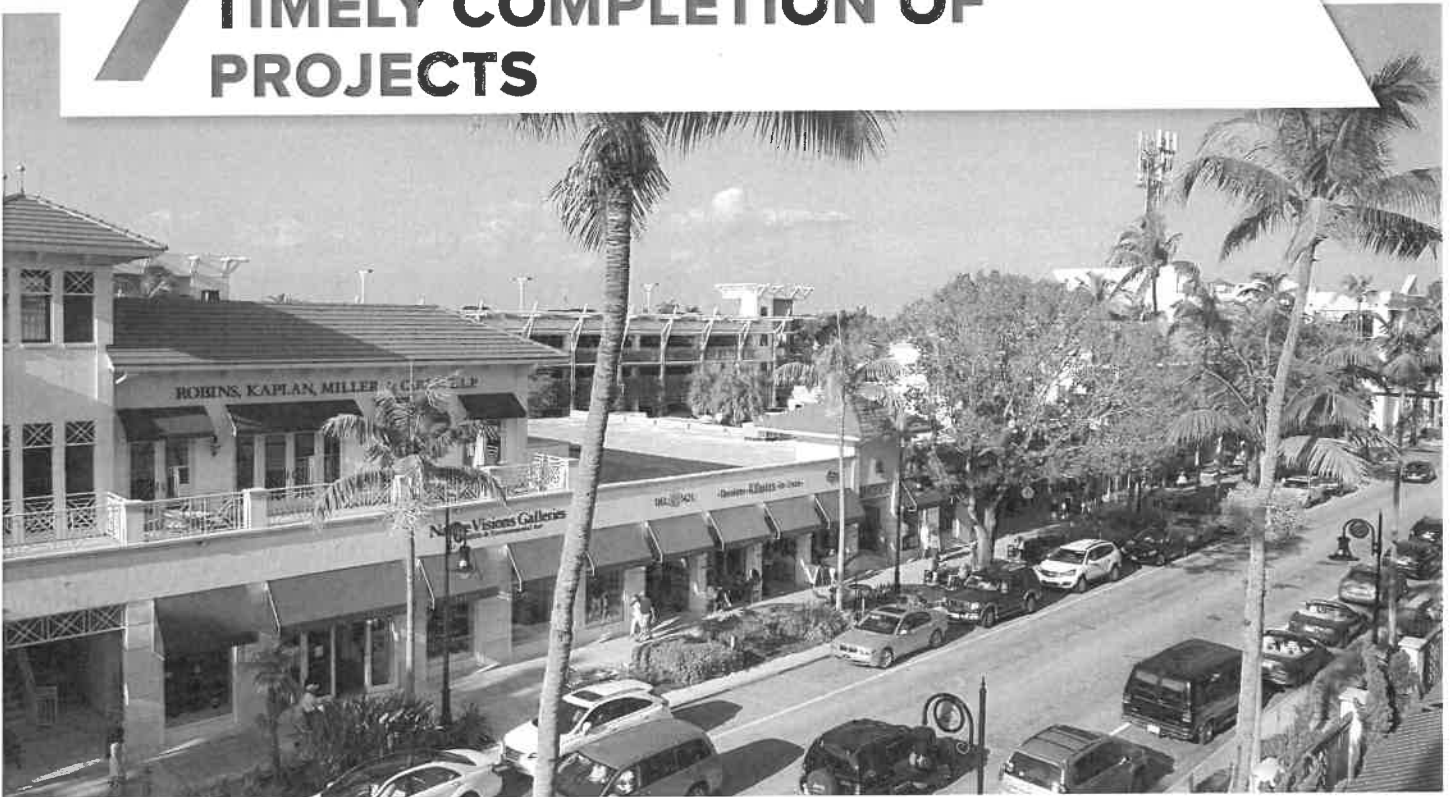
Pasco County MPO TDSP Annual Update



Polk Transportation
Planning Organization



TAB 5 TIMELY COMPLETION OF PROJECTS



benesch

Polk TPO

Timely Completion of Projects

Our corporate philosophy is based on not making commitments we cannot fulfill. Our project team is ready and able to commit the necessary time and resources needed to meet or exceed project timelines and requirements to keep the project on schedule and budget. We maintain a current database of all staffing commitments to ensure we do not over-commit. We can provide a detailed breakdown of our individual commitments over the next four years upon request. The Benesch team is prepared to deliver what you need when you need it.

As with any on-call contract, the extent of staff involvement is unknown without having specific task order assignments defined. We believe that the individuals we've selected to highlight on the organization chart represent a cross-section of the planners on our team with the diversity of skills and experience to cover any task order assignment issued under this general services contract for the MPO and would have a significant role in overseeing, managing and developing the necessary work products.

STAFF AVAILABILITY

Staff availability is a critical factor in the selection of a consultant. As a general services contract that extends over multiple years, commitments of the project management team and staff are based on current assignments and the expectation that future assignments under existing contracts will follow previous patterns. Availability is the percentage of time allocated specifically to the Polk TPO General Planning Services Contract and additional staff time that can be reallocated to meet the demands of individual tasks as assigned. A major component of the Benesch Team's availability is based on the project manager's ability to coordinate task assignments and balance staff commitments.

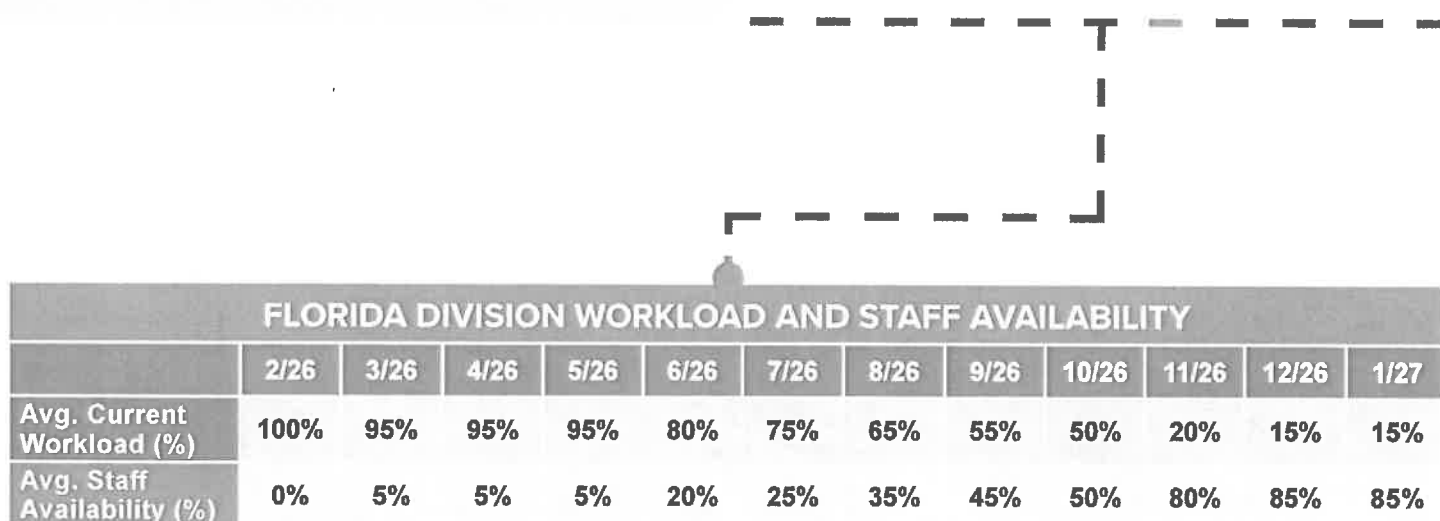
CURRENT WORKLOAD

Benesch Project Managers utilize an online database for entering staffing needs associated with project schedules. Information provided by project managers is reviewed during routine corporate operations meeting in order to balance staffing needs and availability company-wide.

The chart below shows an expected reduction in average workload for the Florida Division's staff current average workload on existing projects over the next 12 months and reflects the nature of typical task assignments with a 9 to 12-month schedule. Key staff availability will be programmed for dedication to support the Polk TPO task needs.

TPO GPC task order assignments currently managed by the Benesch Transit & Transportation Planning Group staff are listed below with expected completion dates:

- Greater Nashville Regional Council 2050 Regional Transportation Plan (March 2026)
- Hernando/Citrus MPO Complete Streets Policy Update (June 2026)
- Hernando/Citrus MPO Congestion Management Process (June 2026)
- Lee County MPO 2050 Long Range Transportation Plan (February 2026)
- Lee County MPO 2050 Long Range Transit Element (February 2026)
- Lee County MPO Regional Congestion Management Process (June 2026)
- Sarasota/Manatee MPO 2050 Long Range Transportation Plan (February 2026)



Polk TPO Timely Completion of Projects

QUALITY OF WORK PRODUCTS & QUALITY CONTROL

Quality assurance is embedded throughout the work process. Deliverables are reviewed internally for technical accuracy, clarity, and consistency with project objectives prior to submission. Reviews are performed by experienced staff not directly responsible for preparation of the work product. This integrated quality control approach reduces revisions, supports timely delivery, and ensures that work products are reliable, defensible and decision-ready.

ON TIME & WITHIN BUDGET

Benesch utilizes two methodologies for managing project progress and performance. Associated with our Quality Assurance/Quality Control Process, the Staffing Database and the Project Quality Management Plan (PQMP) allow project managers to communicate project milestones, delivery schedules and staffing needs.

SCHEDULE CONTROL

Since 1947, Benesch has demonstrated its ability to complete projects on time and within budget, rarely requiring change orders. This ability is exemplified by the successful development and adoption of 60+ TDPs and 45+ LRTPs led by Benesch staff, all of which were adopted on time by the respective MPOs. We consistently complete projects and plans that meet their respective regulatory compliance requirements while successfully meeting the specific needs of our clients. This track record has been accomplished through a concerted commitment to a project scheduling and budgeting process that begins with the application of Benesch's Quality Assurance/Quality Control (QA/QC) Process.

QUALITY CONTROL

Quality control procedures include efforts carried out by our team aimed at countering errors or misjudgments and identifying opportunities for improvement. An aspect of project quality control typically will include intra-team technical review. Depending on the project type, these areas of review may include the following:

- Verification of project criteria
- Development of realistic assumptions
- Establishment and application of project protocols
- Detailed checking of calculations, designs, plans, specifications and estimates
- Computer and non-computer data input and output verification
- Editorial review by a professional editor to ensure the highest standard of quality of deliverables

QUALITY ASSURANCE

Quality assurance procedures involve input from peers outside the internal project team, often referred to as Independent Technical Reviewers. Benesch's QA/QC Manager, Joel Rey, will serve as the primary Independent Technical Reviewer on this contract, providing comments and feedback from a perspective that comes from not being involved in the day-to-day details of each task.

APPROACH TO CONTROLS MANAGEMENT

With our task order process and our Task Order Process in our back pocket, we are set up to effectively manage schedules and budgets to deliver a successful project every time. With Rob's background in complex task-order-based contracts, he is well-equipped to manage the overall project and support Key Team Members with individual task orders. The Key Team Members will be responsible for overseeing the scope, schedule and budget of each task order they are assigned. Responsibilities will likely include:



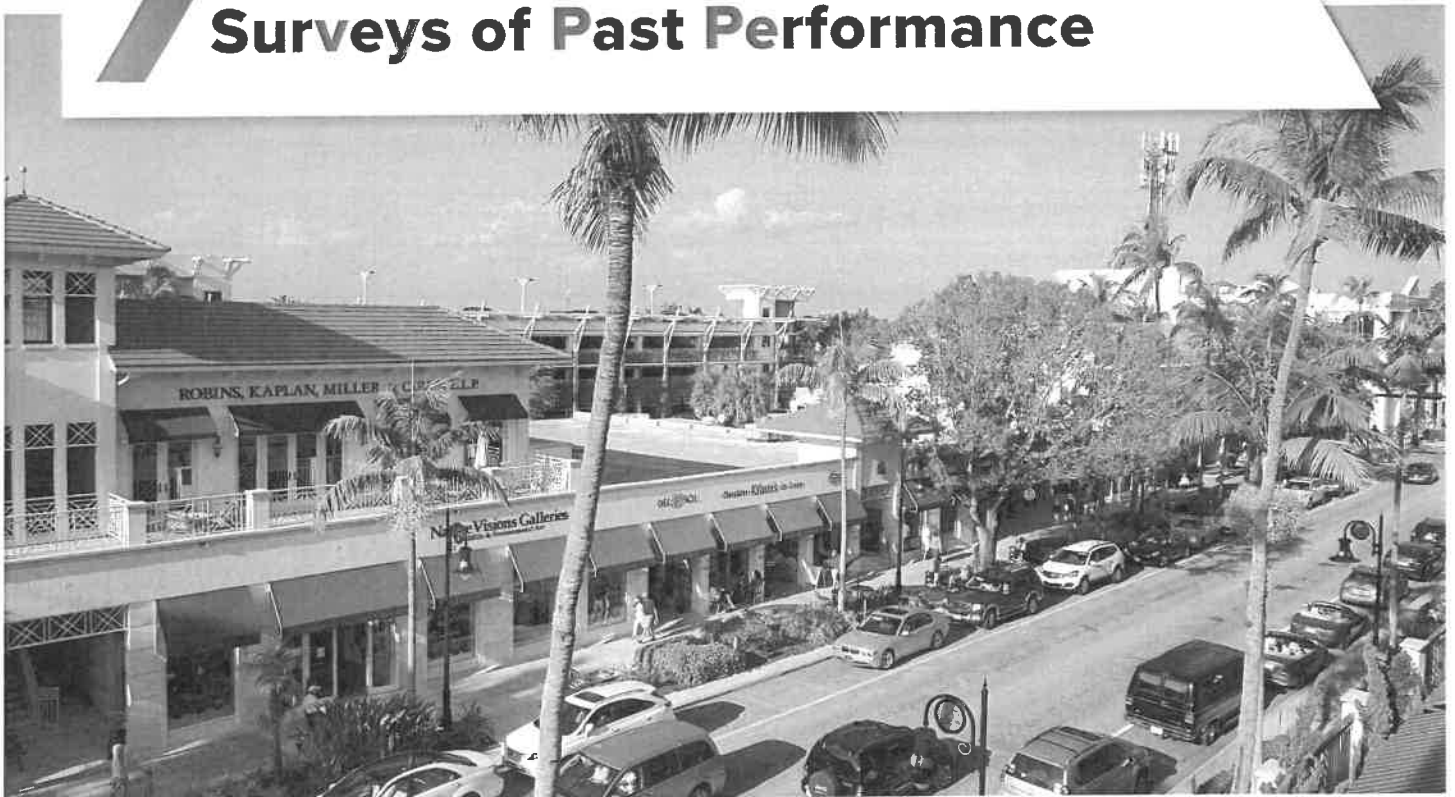
This approach provides the Polk TPO with a responsive, experienced planning partner that understands local growth pressures, system performance challenges and the importance of timely, defensible analysis. The combination of disciplined project management, flexible staffing and strong technical expertise ensures that each assignment supports informed decision-making and effective transportation planning and programming for Polk.



Polk Transportation
Planning Organization



TAB 6 **Surveys of Past Performance**



Survey Questionnaire – Polk County

RFP 25-687, Planning Services for the Polk Transportation Planning Organization (TPO)

To: Anne McLaughlin, MPO Director (Name of Person completing survey)

Collier MPO (Name of Client Company/Consultant)

Phone Number: 239-601-8799 Email: anne.mclaughlin@collier.gov

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: General Planning Services Contract Name of Vendor being surveyed: Benesch

CMP Update 2021 and CMP Update 2025 Cost of Services: Original Cost: (2021) \$104,875

(2025) \$140,000 Ending Cost: (2021) \$104,875; (2025) \$140,000 (underway)

Contract Start Date: 3/11/21 Contract End Date: 9/7/26

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Anne McLaughlin

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

Survey Questionnaire – Polk County

RFP 25-687, Planning Services for the Polk Transportation Planning Organization (TPO)

To: Bob Esposito (Name of Person completing survey)

Hernando Citrus MPO (Name of Client Company/Consultant)

Phone Number: (352) 540-6523 Email: resposito@co.hernando.fl.us

Total Annual Budget of Entity approx. \$1,400,000

Subject: Past Performance Survey of Similar work:

Project name: Hernando Citrus MPO - General Planning Consultant Services (2021-2016, 2 contracts)

Name of Vendor being surveyed: Alfred Benesch & Company

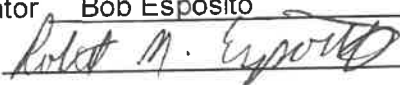
Cost of Services: Original Cost: \$479,067.48 Ending Cost: \$479,067.48

Contract Start Date: September 10, 2020 Contract End Date: On-going (spans current and previous GPC

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Bob Esposito

Signature of Evaluator: 

Please fax or email the completed survey to: rcurse@benesch.com

Survey Questionnaire – Polk County

RFP 25-687, Planning Services for the Polk Transportation Planning Organization (TPO)

To: Johnny Wong (Name of Person completing survey)

Hillsborough Transportation Planning Organization (Name of Client Company/Consultant)

Phone Number: 813-313-9835 Email: wongj@plancom.org

Total Annual Budget of Entity Approx. \$3M

Subject: Past Performance Survey of Similar work:

Project name: 2023 Professional Services Agreement for General Transportation Planning Consultant Services

Name of Vendor being surveyed: Benesch

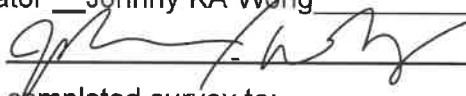
Cost of Services: Original Cost: Four projects totaling ~\$309,892 Ending Cost: \$309,892

Contract Start Date: 2023 Contract End Date: 2025

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Johnny KA Wong

Signature of Evaluator: 

Please fax or email the completed survey to: _____

Survey Questionnaire – Polk County

RFP 25-687, Planning Services for the Polk Transportation Planning Organization (TPO)

To: Peter Gies, AICP (Name of Person completing survey)

Broward MPO (Name of Client Company/Consultant)

Phone Number: (954) 876-0048 Email: giesp@browardmpo.org

Total Annual Budget of Entity Approx. \$2,700,000 for 2 MTPs

Subject: Past Performance Survey of Sim\$17,000,000

Project name: 2045 & 2050 Metropolitan Transportation Plans

Name of Vendor being surveyed: Alfred Benesch & Company

Cost of Services: Original Cost: \$2,700,000 total Ending Cost: \$2,700,000 total

Contract Start Date: 2017 (2045 MTP) Contract End Date: 2025 (2050 MTP)

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator Peter Gies

Signature of Evaluator: *Peter Gies*

Please fax or email the completed survey to: rcursey@benesch.com

Survey Questionnaire – Polk County

RFP 25-687, Planning Services for the Polk Transportation Planning Organization (TPO)

To: Ryan Brown, AICP (Name of Person completing survey)

Sarasota/Manatee MPO (Name of Client Company/Consultant)

Phone Number: 941-259-6052 Email: ryan@mymmpo.org

Total Annual Budget of Entity \$ 3,000,000

Subject: Past Performance Survey of Similar work:

Project name: General Planning Contract

Name of Vendor being surveyed: Alfred Benesch & Company

Cost of Services: Original Cost: \$377,667 Ending Cost: \$385,597

Contract Start Date: 10/2020 Contract End Date: 10/2025

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

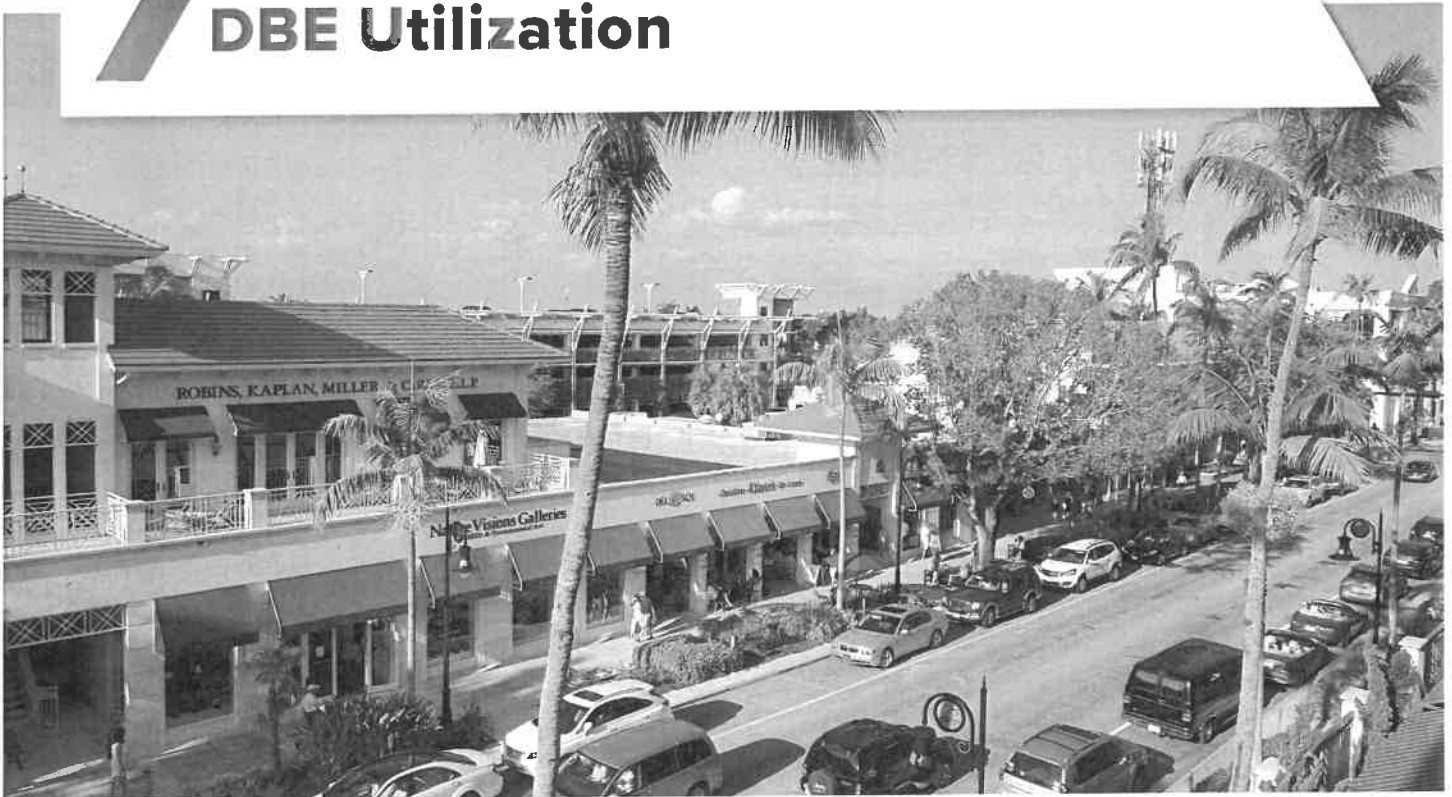
NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	9
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	9
12	Ability to offer solid recommendations	(1-10)	9
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator Ryan Brown

Signature of Evaluator: [Signature]

Please fax or email the completed survey to: _____

TAB 7 **DBE Utilization**



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL
SERVICES**

375-040-62
PROCUREMENT
01/16

Prime Contractor: Alfred Benesch & Company

Address/Phone Number: 1000 North Ashley Drive, Suite 700 Tampa, FL 33602

Procurement Number: RFP No. 25-687

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: 36-2407363
2. Firm Name: Alfred Benesch & Company
3. Phone: 813-224-8862
4. Address: 1000 North Ashley Drive, Suite
700 Tampa, FL 33602
5. Year Firm Established: 1959

6. ☐ DBE
☒ Non-DBE

7. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☒ More than \$15 million

1. Federal Tax ID Number: 59-2387540
2. Firm Name: The Haskell Company
3. Phone: (904) 791-4500
4. Address: 701 San Marco Avenue #1400
Jacksonville, FL 32207
5. Year Firm Established: 1965

6. ☐ DBE
☒ Non-DBE

7. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☒ More than \$15 million

1. Federal Tax ID Number: 58-1639128
2. Firm Name: POND & Company
3. Phone: 904 394 8107
4. Address: 3500 Parkway Ln,
Peachtree Corners, GA
30092
5. Year Firm Established: 1965

6. ☐ DBE
☒ Non-DBE

7. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☒ More than \$15 million

1. Federal Tax ID Number: 26-1977781
2. Firm Name: Vrana Consulting, Inc
3. Phone: 727-415-1200
4. Address: 260 Tucker St
Safety Harbor, FL 34695
5. Year Firm Established: 2007

6. ☒ DBE
☐ Non-DBE

7. Annual Gross Receipts
☒ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

**BID SHEET (Invitation to Bid – ITB)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**BID OPPORTUNITY LIST FOR COMMODITIES & CONTRACTUAL
SERVICES**

375-040-62
PROCUREMENT
01/16

Prime Contractor: Page 2 - Alfred Benesch & Company

Address/Phone Number: 1000 North Ashley Drive, Suite 700 Tampa, FL 33602

Procurement Number: RFP No. 25-687

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. This list must include all subcontractors contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, and 7 for themselves, and their subcontractors.

1. Federal Tax ID Number: 33-0608605
2. Firm Name: National Data & Surveying Services
3. Phone: 954-356-2728
4. Address: 7520 NW 5th St., Suite 206,
Plantation, FL 33317

6. ☐ DBE
☒ Non-DBE

7. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☒ More than \$15 million

5. Year Firm Established: 1989

1. Federal Tax ID Number: 99-4074935
2. Firm Name: Transpology, Inc.
3. Phone: 813-260-3620
4. Address: 317 Hope Bay Loop
Apollo Beach, FL 33572

6. ☒ DBE
☐ Non-DBE

7. Annual Gross Receipts
☒ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

5. Year Firm Established: 2024

1. Federal Tax ID Number: 62-0794126
2. Firm Name: Gresham Smith
3. Phone: 813-769-8970
4. Address: 3615 Bromley Grand Ave,
Tampa FL 33602

6. ☐ DBE
☒ Non-DBE

7. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☒ More than \$15 million

5. Year Firm Established: 1965

1. Federal Tax ID Number: _____
2. Firm Name: _____
3. Phone: _____
4. Address: _____

6. ☐ DBE
☐ Non-DBE

7. Annual Gross Receipts
☐ Less than \$1 million
☐ Between \$1 - \$5 million
☐ Between \$5 - \$10 million
☐ Between \$10 - \$15 million
☐ More than \$15 million

5. Year Firm Established: _____

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

**BID SHEET (Invitation to Bid – ITB)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)**

Attachment "H"

DBE UTILIZATION FORM

DBE UTILIZATION STATEMENT

The undersigned Proposer has satisfied the requirements of the solicitation in the following manner (please check the appropriate space):

 X The Bidder/Offer is committed to a minimum of 12 % DBE utilization on this contract.

 OR

 The Proposer (if unable to meet the DBE goal of 11.31 %) is committed to a minimum of .01% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

DBE PARTICIPATION SCHEDULE

The Proposer shall provide the following information for all DBE's participating in the contract that comprises the DBE Utilization percent stated in the above DBE Utilization Statement. The Proposer shall also furnish the name and telephone number of the appropriate contact person should the TPO have any questions in relation to the information furnished herein. (Copy if necessary)

DBE IDENTIFICATION AND INFORMATION

Name and Address:

Vrana Consulting, Inc. | 260 Tucker St, Safety Harbor, FL 34695

Contact Name and Telephone Number:

Tammy Vrana, AICP | (727) 415-1200

Participation Percentage (Of Total Contract Value):

6.5% Anticipated

Description of Work To Be Performed:

Systems & Long Range Planning; Short Range Planning & Special Projects; & Land Planning/Engineering Support

Ethnicity and Gender of Firm:

Non-Hispanic | Woman-Owned (100%)

DBE IDENTIFICATION AND INFORMATION

Name and Address:

Transpology, Inc., 317 Hope Bay Loop, Apollo Beach, FL 33572

Contact Name and Telephone Number:

Danielle Joyce, CEO & Founder

Participation Percentage (Of Total Contract Value):

5.5% Anticipated

Description of Work To Be Performed:

Public Involvement, Complete Streets, Visioning, Concept Development & Stakeholder Coordination

Ethnicity and Gender of Firm:

Caucasian female owned and operated firm

Vendor Name: Alfred Benesch & Company.

Vendor Signature: .

We can commit to meeting the stated DBE goal. We are also prepared to discuss this further should a change be necessary to accommodate the USDOT Interim Final Rule (IFR) and guidance issued October 3, 2025.



January 30, 2026

Benesch
1000 North Ashely Drive
Suite 400
Tampa, Florida 33602

Attn: Robert Cursey, Principal Associate

Subject: DBE Letter of Intent – Planning Services for Polk County Transportation Planning Organization (RFP #25-687)

Dear Mr. Cursey,

Vrana Consulting, Inc. (VCI) hereby submits this Letter of Intent to confirm our commitment to participate as a Disadvantaged Business Enterprise (DBE) subconsultant to Benesch in pursuit of the Planning Services Contract for the Polk County Transportation Planning Organization (TPO).

VCI is certified under the Florida Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE) and as a Small Business Enterprise (SBE). The firm specializes in land use and transportation planning, sociocultural effects evaluation, and community engagement for local governments, MPOs/TPOs, and the Florida Department of Transportation. Our anticipated role on the team includes providing planning, community engagement, and other technical assistance tasks as requested by the Polk County TPO.

VCI commits to negotiating in good faith and to performing the scope of services associated with assigned tasks under work orders issued to Benesch under this contract.

Thank you for the opportunity to join the Benesch team in service to the Polk County TPO.

Sincerely,

VRANA CONSULTING, INC.

A handwritten signature in black ink, appearing to read "Tammy Vrana".

Tammy Vrana, AICP
President

DISADVANTAGED BUSINESS ENTERPRISE (DBE) AFFIDAVIT

I, **Tammy Vrana, AICP**, am an owner or duly authorized representative of **Vrana Consulting, Inc.** (Proposer/name of business), and I do hereby declare:

1. I am the President and authorized representative of Vrana Consulting, Inc., located at 260 Tucker Street, Safety Harbor, Florida, 34695.
2. Vrana Consulting, Inc. is certified as a Disadvantaged Business Enterprise (DBE) under the Florida Unified Certification Program.
3. I hereby affirm that there has been no change in the ownership, management, control, or DBE certification status of Vrana Consulting, Inc. since the date of its most recent certification or recertification.
4. This affidavit is submitted in connection with proposals and contracting requirements for public sector professional services, including contracts with the Polk Transportation Planning Organization, and may be relied upon by contracting agencies and prime consultants.



Owner/Authorized Representative Signature

February 13, 2026

Date

Tammy Vrana, AICP, President

Owner/Authorized Representative Printed Name & Title

NOTARY

State of Florida

County of Pinellas

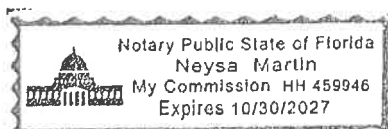
Before me, the above signed authority, personally appeared Tammy Vrana, who is personally known to me or has produced Drivers License (type of identification) identification and is duly sworn, deposes and says that he/she is authorized to represent Vrana Consulting (business). Sworn and subscribed to before me this 13 day of February 2026.



(Notary (Notary Signature)

10/30/2027

My Commission Expires:





February 16, 2026

Benesch
1000 North Ashely Drive
Suite 400

Tampa, Florida 33602

Attn: Robert Cursey, Principal Associate

Subject: DBE Letter of Intent – Planning Services for Polk County Transportation Planning Organization (RFP #25-687)

Dear Mr. Cursey,

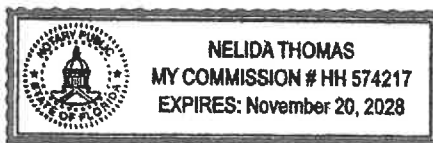
Transpology, Inc. hereby submits this Letter of Intent to confirm our commitment to participate as a Disadvantaged Business Enterprise (DBE) subconsultant to Benesch in pursuit of the Planning Services Contract for the Polk County Transportation Planning Organization (TPO).

Transpology is certified under the provisions of 287 and 295.187, Florida Statutes by the Florida Department of Management Services as a Woman Business Enterprise and is hereby considered a DBE. Transpology is also certified as a Small Business Enterprise (SBE) by the FDOT Equal Opportunity Office. The firm specializes in transportation planning, community engagement, traffic engineering, and concept development. Our anticipated role on the team includes providing planning and engineering services, community engagement, and other technical assistance tasks as requested by the Polk County TPO.

Transpology commits to negotiating in good faith and to performing the scope of services associated with assigned tasks under work orders issued to Benesch under this contract. Thank you for the opportunity to join the Benesch team in service to the Polk County TPO.

Thank you,

Danielle Joyce, PTP, RSP
CEO & Founder



STATE OF FLORIDA

COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me this 16th day of February, 2026, by Danielle Joyce

Signature of Notary Public: Nelida Thomas

Print, Type, or Stamp Commissioned Name of Notary Public: HH574217

☒ Personally Known ☐ Produced Identification

Type of Identification Produced: _____



WBE/DBE/SBE AFFIDAVIT

I, Danielle Joyce, hereby certify that I am the President and authorized representative of Transpology, Inc., located at 317 Hope Bay Loop, Apollo Beach, FL 33572.

I further certify that there has been no change in the ownership, management, control, or WBE/DBE/SBE certification status of Transpology, Inc. since the date of its most recent certification or recertification.

This statement is submitted in connection with proposals and contracting requirements for public sector professional services and may be relied upon by contracting agencies and prime consultants.

I declare that the foregoing is true and correct to the best of my knowledge.

Signature:

Danielle Joyce

Danielle Joyce, CEO & Founder
Transpology, Inc.

Date: February 16, 2026

STATE OF FLORIDA

COUNTY OF Hillsborough

Sworn to (or affirmed) and subscribed before me this 16th day of February, 2026, by

Danielle Joyce

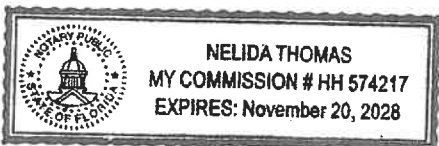
Signature of Notary Public:

Nelida Thomas

Print, Type, or Stamp Commissioned Name of Notary Public: HH 574217

☒ Personally Known ☐ Produced Identification

Type of Identification Produced: _____



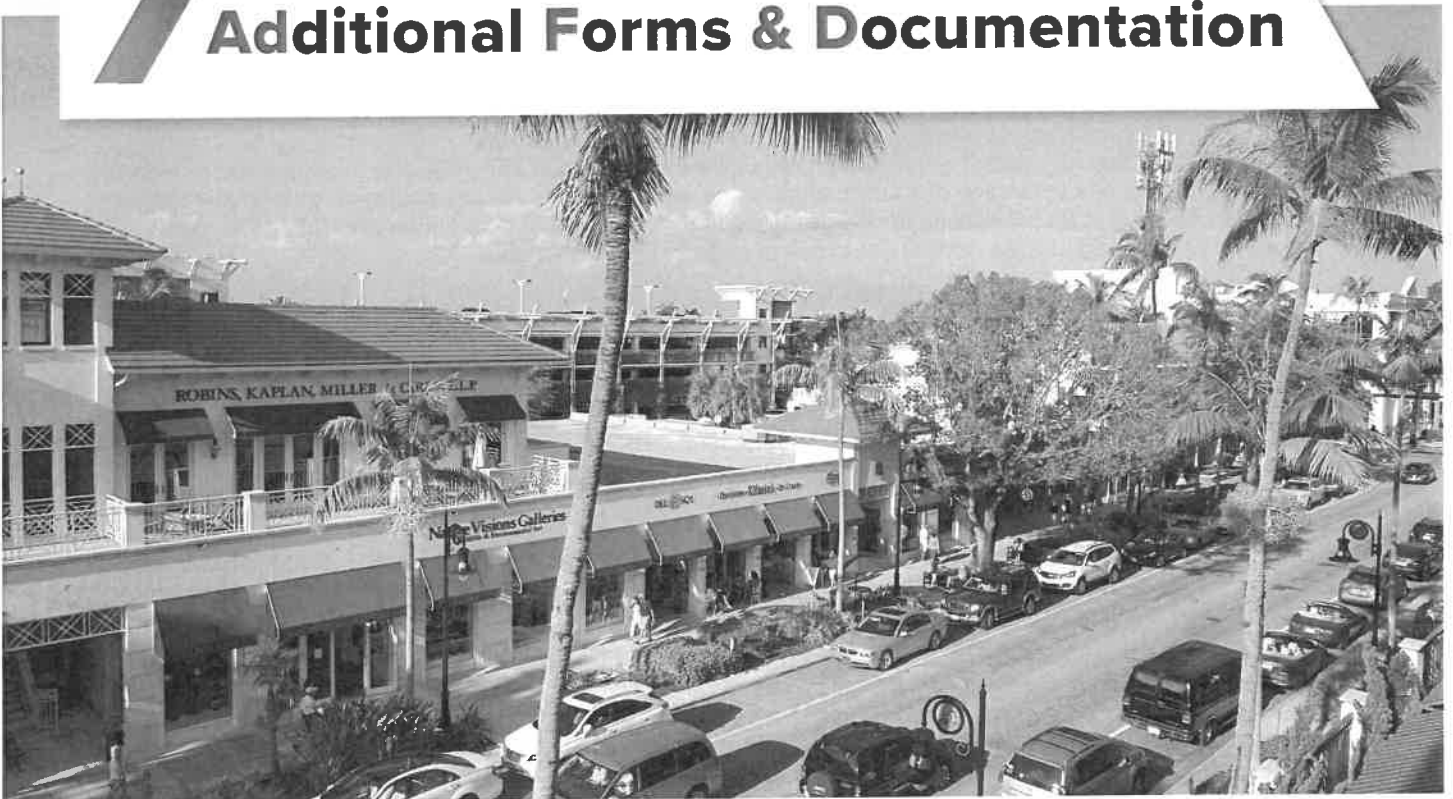


Polk Transportation
Planning Organization



TAB 8

Additional Forms & Documentation



Public Entities Crimes Affidavit

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

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with a proposal to the Human Services Department.
2. This sworn statement submitted by Alfred Benesch & Company
(Name of entity submitting sworn statement)
whose business address is 1000 North Ashley Dr, Suite 700 Tampa, FL 33602
and (if applicable) its Federal Employer Identification Number is 36-2407363.
3. My name is Elisabeth Schuck, AICP, LEED GA and my relationship to the
entity named _____
(Print name of individual signing)
above is Vice President | Florida Division Manager.
4. I understand that a "public entity crime" as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any entity or with an agency or political subdivision of any other state or with 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.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1989, because of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes 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 public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be 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.
7. I understand that a "person" as defined in paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an entity.

Public Entities Crimes Affidavit (continued),

8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement below applies).

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

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989, AND (Indicate which additional statement below applies).

☐ There has been proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order).

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe an action taken by or pending with the Department of General Services).

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of February, 2026 by Elisabeth Schuck (name) as Vice President, FL Division Manager (title of officer) of Alfred Benesch & Company (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Christina M. Gomez

Printed Name of Notary Public: Christina M. Gomez

Notary Commission Number and Expiration: HH746473 3/31/2030

(AFFIX NOTARY SEAL)



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

287.087 Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒ YES

☐ NO

NAME OF BUSINESS: Alfred Benesch & Company

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Alfred Benesch & Company

Name of Consultant

By: Elisabeth Schuck

2/16/2026
Date

Printed Names	Signatures	Date
Elisabeth Schuck, AICP, LEED GA	Elisabeth Schuck	2/16/2026

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS**
(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: Alfred Benesch & Company
By: Elizabeth Schuck
Date: 2/10/2026
Title: Vice President | Florida Division Manager

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS**
(Compliance with 49CFR, Section 20.100 (b))

375-030-33
PROCUREMENT
01/24

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant: Alfred Benesch & Company

By: Elisabeth Schuck, AICP, LEED GA Date: 2/16/2026

Authorized Signature: *Elisabeth Schuck*

Title: Vice President | Florida Division Manager

DISCLOSURE OF LOBBYING ACTIVITIES

Is this form applicable to your firm?

YES ☐ NO ☒

If no, then please complete section 4 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☒ Prime ☐ Subawardee Tier _____, if known: Alfred Benesch & Company 1000 North Ashley Dr, Suite 700 Tampa, FL 33602 Congressional District, if known: 4c		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ Congressional District, if known: _____
6. Federal Department/Agency: 	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: 	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> 	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> 	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Elisabeth Schuck</u> Print Name: Elisabeth Schuck, AICP, LEED GA Title: Vice President Florida Division Manager Telephone No.: 813-825-1278 Date (mm/dd/yyyy): 2/16/2026	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

POLICY

Effective: May 21, 2024
Office: Transportation Technology
Topic No. 010-325-065-a

ARTIFICIAL INTELLIGENCE (AI) POLICY

To support the mission and vision of the Florida Department of Transportation (Department), it is the policy of the Department to responsibly, transparently, and ethically use artificial intelligence (AI) with human accountability.

This policy applies to all Department-related activities, employees, vendors, consultants, and contractors that use, acquire, collect, or develop AI solutions. This policy applies to Machine Learning, Generative Language Models, and covers all embedded and standalone AI technologies/tools.

The use of AI for Department-related purposes must occur within the following boundaries:

- AI must supplement or complement the work that is primarily accomplished by a human.
- AI usage must engage humans throughout the process, with human involvement in reviews and decisions. Humans are fully responsible for the work and products involving AI.
- AI systems and decision-making processes must be ethical and comply with all applicable laws, rules, regulations, and policies.
- AI systems and decision-making processes must be transparent and disclose if the products are generated partially or fully by an AI tool.
- AI systems must protect people's privacy and comply with all applicable data protection regulations.
- AI systems must protect information that is exempt from public disclosure pursuant to Florida's public records laws, and must comply with all applicable data protection laws, rules, regulations, and policies.
- AI data and the output from all AI-related models must be validated by humans to ensure AI data and its output are free of personally identifiable information and to prevent copyright infringement and other legal challenges.
- To ensure the quality and the security of the Department's data and IT systems, employees, vendors, consultants, and contractors are prohibited from attempting to gain access to AI applications not approved by the Department when using Department's systems, networks, computers, phones, or other communication devices, when conducting business under contract for the Department, or when using the Department's data.

www.fdot.gov



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

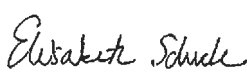
JARED W. PERDUE, P.E.
SECRETARY

This AI Policy will be integrated into the Department's internal manuals, guidelines and related documents governing the Department's projects, including planning, designing, construction and operation of transportation facilities, as appropriate.

DocuSigned by:

862D6B01F4FF447...
Jared W. Perdue, P.E., Secretary

We acknowledge this is signed by an authorized personnel of Benesch.
Elisabeth Schuck, AICP, LEED GA 2/16/2026

x 

February 6, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM #1

RFP 25-687, Planning Services for the Polk Transportation Planning Organization (TPO)

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions/answers and bid receiving extension.

The Bid Receiving Date has been extended one (1) week. The revised Bid Receiving Date is Wednesday, February 18, 2026, prior to 2:00 p.m. The deadline for submitting questions has passed, and no additional questions will be accepted.

Addendum 2 forthcoming.

Tabatha Shirah

Tabatha Shirah
Sr. Procurement Analyst
Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: *Elisabeth Schuck*

Printed Name: Elisabeth Schuck, AICP, LEED GA

Title: Vice President | Florida Division Manager

Company: Alfred Benesch & Company

February 11, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 25-687, Planning Services for the Polk Transportation Planning Organization (TPO)

This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Questions/answers and requested documents added to the FTP Site.

To obtain a copy of “**RFP 25-687, Addendum 2 Attachments**,” please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is procurevendor and the password is solicitation. After you have logged in to the FTP site, double click on the file folder “**RFP 25-687, RFP Attachments**”, select “Open” or “Save As” to download the proposal documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at tabathashirah@polkfl.gov.

Tabatha Shirah

Sr. Procurement Analyst

Procurement Division

This Addendum sheet should be signed and returned with your submittal. This is the only acknowledgment required.

Signature: Elisabeth Schuck
Printed Name: Elisabeth Schuck, AICP, LEED GA
Title: Vice President | Florida Division Manager
Company: Alfred Benesch & Company

EXHIBIT "Aiii"

**FEDERAL HIGHWAY ADMINISTRATION
EXHIBITS TO COMPETITIVE GRANT AGREEMENTS**

Date: November 19, 2025

EXHIBIT A

APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this grant agreement under the grant program on the title page of Schedules A to H to the Grant Agreement the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this grant agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this grant agreement include, but are not limited to, the following:

General Federal Legislation

- a. Davis-Bacon Act – 40 U.S.C. 3141, et seq., as applicable under 23 U.S.C. 113
- b. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- c. Hatch Act – 5 U.S.C. 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- g. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- i. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- l. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- m. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- n. American Indian Religious Freedom Act, P.L. 95-341, as amended
- o. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- r. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- u. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- v. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- x. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- y. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- z. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- aa. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- bb. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794

- cc. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- dd. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101 -1104, 541, et seq.
- ee. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
- ff. Freedom of Information Act – 5 U.S.C. 552, as amended
- gg. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
- hh. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
- ii. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
- jj. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
- kk. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
- ll. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303 and 23 U.S.C. 138
- mm. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
- nn. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
- oo. Wilderness Act – 16 U.S.C. 1131-1136
- pp. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
- qq. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
- rr. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- ss. Cargo Preference Act of 1954 – 46 U.S.C. 55305
- tt. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

Executive Orders

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12549 – Debarment and Suspension
- e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- f. Executive Order 14025 – Worker Organizing and Empowerment
- g. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- h. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- i. Executive Order 14154 – Unleashing American Energy
- j. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- k. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-based Opportunity

Presidential Policy Directives and Memorandums

- a. Presidential Policy Directive 21 – Critical Infrastructure Security and Resilience
- b. National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Systems

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21, including any amendments thereto
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26, including any amendments thereto (as applicable under section 18.3 of this grant agreement)

Office of Management and Budget Circulars

- a. Any applicable OMB Circular.

Highway Federal Legislation

- a. Highways – Title 23, U.S.C. including but not limited to:
- b. Brooks Act (for FHWA projects, this incorporates Title IX of the Federal Property and Administrative Services Act of 1949 (formerly 40 U.S.C. 541, et seq.)) – 40 U.S.C. 1101-1104; 23 U.S.C. 112(b)(2)
- c. Letting of Contracts, 23 U.S.C. 112
- d. Highway Design and Construction Standards, 23 U.S.C. 109
- e. Prevailing Rate of Wage, 23 U.S.C. 113
- f. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- g. Tolls, 23 U.S.C. 301 (to the extent the Recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- h. Size, Weight, and Length Limitations – 23 U.S.C. 127, 49 U.S.C. 31101 et seq.
- i. Buy America – 23 U.S.C. 313
(see http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm)
- j. Nondiscrimination – 23 U.S.C. 140
- k. Efficient Environmental Reviews - 23 U.S.C. 139

Federal Highway Regulations

- a. Highways – Title 23, C.F.R. including but not limited to the specific parts identified herein.
- b. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. National Highway System Design Standards – 23 C.F.R. Part 625
- d. Preconstruction Procedures – 23 C.F.R. Part 630 Subparts A and B
- e. Construction and Maintenance – 23 C.F.R. Part 635
- f. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- g. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- h. Procedures for Abatement of Highway Traffic and Construction Noise – 23 C.F.R. Part 772
- i. Intelligent Transportation System Architecture and Standards – 23 C.F.R. Part 940
- j. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 C.F.R. Part 774
- k. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122
- l. Required Contract Provisions – 23 C.F.R. Part 633 (Form 1273)
- m. External Programs – 23 C.F.R. Part 230

Specific assurances required to be included in the grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this grant agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities
Act, as amended) .

49 C.F.R. Parts 21 (including any amendments thereto), 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this grant agreement under the grant program on the title page of Schedules A to H to the Grant Agreement, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21, including any amendments thereto (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted award under the grant program on the title page of Schedules A to H to the Grant Agreement:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. Part 21, including any amendments thereto, will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with an award under the grant program on the title page of Schedules A to H to the Grant Agreement and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely,

complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the grant program on the title page of Schedules A to H to the Grant Agreement . This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the award under the grant program on the title page of Schedules A to H to the Grant Agreement.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21, including any amendments thereto.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as

the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the terms and conditions of the award under the grant program on the title page of Schedules A to H to the Grant Agreement, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the grant program on the title page of Schedules A to H to the Grant Agreement, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the award under the grant program on the title page of Schedules A to H to the Grant Agreement, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to

the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered

transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), similar provisions in prior appropriation acts, and anticipated for future appropriations acts, and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“Tax Delinquency” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.
3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:
 - (1) Certify whether the entity has a Tax Delinquency; and
 - (2) Certify whether the entity has a Felony Conviction.

4. **Prohibition.** If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT FHWA.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT FHWA in writing of that entry.
 - (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT FHWA in writing of that affirmative response.
 - (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT FHWA in writing of that inaccuracy.
6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:
- (1) require the SAM check in section 2;
 - (2) require the certifications in section 3;
 - (3) include the prohibition in section 4; and

- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT FHWA under section 5.

TERM B.4

RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While

Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT C
PROJECT PROGRESS REPORTS AND RECERTIFICATIONS:
FORMAT AND CONTENT

1. **Purpose.** The purpose of the Project Progress Reports and Recertifications under the grant program on the title page of Schedules A to H to the Grant Agreement are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.
2. **Format and Content.** The Recipient shall produce a cost, schedule, and project status report that contains the sections enumerated in the following list. At the discretion of the FHWA, modifications or additions can be made to produce a progress reporting format that will most effectively serve both the Recipient and the FHWA. Some projects will have a more extensive project progress status reporting than others. For smaller projects, the FHWA may determine that the content of the project progress reports will be streamlined and project status meetings will be held on a less-frequent basis. The first project progress report should include a detailed description and, where appropriate, drawings of the items funded.
 - (a) **Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this grant agreement.
 - (b) **Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any grant award requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.
 - (c) **Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.
 - (d) **Project Scope Overview.** The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.
 - (e) **Project Schedule.** An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate format to be agreed upon between the Recipient and the USDOT. It is imperative that

the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.
- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

(f) Project Cost. An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.
- Transfer of costs to and from contingency line items, and reasons supporting the transfers.

- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.
- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.
- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

(g) Federal Financial Report (SF-425). The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Project Progress and Monitoring Report. The form is available at <https://www.grants.gov/forms/post-award-reporting-forms.html>.

(h) Certifications.

- i. A certification that the Recipient is in compliance with 2 C.F.R. 200.303 (Internal Controls) and 2 C.F.R. Part 200, Subpart F (Audit Requirements).
- ii. The certification required under 2 C.F.R. 200.415(a).

EXHIBIT D
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS

The FHWA and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the FHWA on **[date of FHWA signature on original grant agreement]** (the “Agreement”).

As described in section 4.2(f) of the General Terms and Conditions, this instrument authorizes the obligation of **[\$XXX]** for **[insert portion of project listed in the Fund Obligation Table in section 1 of schedule C]**.

[Recipient name] states that:

- (1) schedule B of the Agreement accurately describe the Project’s activities;
- (2) for each completion date listed in section 2 of schedule C of the Agreement, the Recipient’s estimate for that milestone is not more than six months after the date listed in section 2 of schedule C of the Agreement;
- (3) comparing the Project’s current budget with the amounts listed in section 3 of schedule D of the Agreement, the “Non-Federal Funds” amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 5 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

[Recipient name] acknowledges that FHWA is acting in reliance on the Recipient’s statements above.

_____ Date	By:	_____ Signature of Recipient’s Authorized Representative _____ [insert name] _____ Name _____ [insert title] _____ Title
---------------	-----	---

The FHWA has determined that:

- (1) all applicable Federal requirements for obligating these funds are satisfied.

	By:
Date	Signature of FHWA Division Administrator
	[insert name]
	Name
	[insert title]
	Title

EXHIBIT B

RFP 25-687 - Polk TPO

General Planning Consulting services for the Polk Transportation Planning Organization Fee Schedule and List of Key Personnel

Alfred Benesch & Company

An Illinois corporation, headquartered in Chicago, IL

Federal Tax ID # 36-2407363

Schedule of Rates

Classifications	Direct Hourly Rate		Billing Rate	
	Low	High	Low	High
Principal	\$ 91.00	\$ 106.00	\$ 288.00	\$ 333.00
Chief Planner	\$ 79.00	\$ 90.00	\$ 251.00	\$ 284.00
Senior Planner	\$ 51.00	\$ 69.00	\$ 161.00	\$ 217.00
Project Planner	\$ 45.00	\$ 50.00	\$ 143.00	\$ 156.00
Planner	\$ 35.00	\$ 40.00	\$ 112.00	\$ 125.00
Planning Tech	\$ 24.00	\$ 25.00	\$ 76.00	\$ 79.00
Program Manager	\$ 103.00	\$ 104.00	\$ 324.00	\$ 328.00
Senior Engineer	\$ 81.00	\$ 90.00	\$ 256.00	\$ 283.00
Engineer 1	\$ 56.00	\$ 59.00	\$ 179.00	\$ 185.00
Engineer 2	\$ 61.00	\$ 72.00	\$ 194.00	\$ 226.00
Senior Designer	\$ 45.00	\$ 49.00	\$ 143.00	\$ 154.00
Designer	\$ 35.00	\$ 44.00	\$ 111.00	\$ 139.00
Senior Computer Programmer	\$ 78.00	\$ 79.00	\$ 246.00	\$ 249.00
Senior GIS Specialist	\$ 37.00	\$ 40.00	\$ 116.00	\$ 126.00
GIS Specialist	\$ 34.00	\$ 37.00	\$ 107.00	\$ 117.00
Public Involvement Specialist	\$ 45.00	\$ 46.00	\$ 141.00	\$ 145.00
Graphics Designer	\$ 42.00	\$ 43.00	\$ 132.00	\$ 136.00
Admin/Clerical	\$ 33.00	\$ 34.00	\$ 103.00	\$ 108.00

Key Personnel:

Robert Cursey	Kayla Huetten	Molly Darby
Joel Rey	Logan Shanley	Andrew Tobben
Demian Miller	Anukriti Mehta	Andrea Sauvageot
Nilgun Kamp	Jake Buchanan	Laura Molennor
Asela Silva	Christopher Wolf	Christina Gomez
Richard Dreyer	Logan Patterson	Wade Carroll
Randy Farwell	Martha Moore	Eric Lusher
Ennis Davis	Bryan Weinstein	Kat Onore
Sofia Thordin	W.T. Bowman	John Greist
Steve Infanti	Abel Espino Martinez	Kevin Deal
Robert Modys	Kevin Moderie	Tammy Vrana
Alex Henry	Ryan Sands	Andrew Williams
Taylor Cox	Rich Wilson	Kari Pucker
Yash Nagal	Victoria Sess	Khut Bhagat
Ian Debnam	Medha Khatiwada	Arie Elvambuenta
Sarah Goolsby	Adam Sayer	Danielle Joyce
Wally Blain	Consolatha Mushi	Fred Jones
Chris Keller	Tate Grant	Brandie Miklus
Alvaro Gabaldon	Silvia Hernandez Martinez	
Debora Slaski	Juan Butler	

Fran McAskill
Director
Procurement Division



330 West Church Street
P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
Phone: (863) 534-6757
Fax: (863) 534-6789
www.polk-county.net

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

- | | |
|--|---|
| 1. Subcontractor Services | Actual Costs |
| 2. Travel & Mileage Expenses | In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line). |
| 3. Pre-approved Equipment
(includes purchase and rental of equipment used in project) | Actual Costs |



Entity Registration

Exclusions

Active Exclusions

Responsibility / Qualification

ALFRED BENESCH & COMPANY

Active Registration

Unique Entity ID

CAGE/NCAGE

XL41KURRBKL8

6JJP8

Entity Information

Expiration Date

Mar 5, 2027

Physical Address

1300 W Canal ST

STE 150

Milwaukee, Wisconsin

53233-2669, United States

Mailing Address

1300 W. Canal ST STE 150

Milwaukee, Wisconsin

53233-2669, United States

Purpose of Registration

All Awards

Version

Current Record

EXCLUSIONS



There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

Active Exclusions

There are no active exclusion records associated to this entity by its Unique Entity ID.

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REQUEST FOR LEGAL SERVICES

To: County Attorney's Office
Attention: Noah Milov

From: Brad Howard, Ext. 6706

Division: Procurement

Date: June 30, 2026

Request (in detail): Please review and sign the attached Contract Document (RFP 25-687) for Playground Equipment with Alred Benesch & Company.

Reviewed by Procurement Manager: MS
(Initials)

6/30/26
(Date)

Please indicate any time limits involved and attach all necessary documentation.

For County Attorney office use only:

Assign to: Noah Date: JUL 01 2026

County Attorney Project No.: 2026-440

Logged out: 7/14/2026

✓ See pg 5. Also check the previously sent agreement for similar changes that need to be made
✓ See hours clause