

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 Kimley-Horn and Associates, Inc., a North Carolina corporation, located at 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601 (hereinafter referred to as the “Consultant”), and whose Federal Employer Identification Number is: 56-0885615.

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. The Consultant shall submit invoices for services provided and fees earned on a monthly basis. Such invoices shall be supported by a progress report showing the actual tasks performed and their relation to the percentage of fee claimed. Monthly invoices shall be paid by the TPO in accordance with Section 218.74, Florida Statutes. TPO shall pay Consultant's monthly billings in accordance with Sections 218.70 through 218.80 Florida Statutes, the Local Government Prompt Payment Act.

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 OCCURRING 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:	Kimley-Horn and Associates, Inc. 421 Fayetteville Street Suite 600 Raleigh, NC 27601 Attention: William Roll, 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:	Kimley-Horn and Associates, Inc. 421 Fayetteville Street Suite 600 Raleigh, NC 27601 Attention: William Roll, 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: William Roll, AICP

Name: Jared Wynn, PE

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 North Carolina 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

Woodward 7/15/2024
County Attorney's Office Date

ATTEST:

By: _____
~~Assistant~~ Corporate Secretary

Jason A. Lewis, PE
[Print Name]

DATE: 8/10/26

SEAL



Kimley-Horn and Associates, Inc.
a North Carolina corporation

By: _____

JARED M. WYNN, P.E.
[Print Name]

ASSOCIATE
[Title]

DATE: 8/10/2026

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

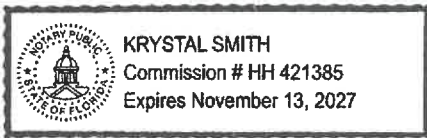
STATE OF Florida County OF Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 8/10/2026 (Date) by Vared Wynn (Name of officer or agent) as Associate (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 8/10/2026 (Date).

Krystal Smith (Official Notary Signature and Notary Seal)

Krystal Smith (Name of Notary typed, printed or stamped)

Commission Number HH 421385 Commission Expiration Date 11/13/2027





Certificate of Secretary

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 15, 2025 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented."
(Copies of the employee lists as presented are enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated: December 30, 2025

Ashley Keil

Ashley R. Keil, Secretary

(corporate seal)



Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 15, 2025

The following individuals have authority to sign both standard and non-standard agreements directly related to serving clients ("Project Agreements"). Project Agreements include client contracts, subcontracts, project-specific vendor agreements, IPO's, contract amendments, non-disclosure agreements, teaming agreements, project-specific equipment and facility rental agreements for specific projects, and certifications related to proposals. This document does not grant authorization to sign other types of contracts or legal documents not directly related to client service such as office leases, software purchase or license agreements, tax returns, purchase agreements for supplies, or agreements to procure accounting, legal, recruiting, or similar services.

Atlantic				
<u>Baltimore City</u> Kraft, Jon Smith, Jeff	Millot, Sean Phillips, Mark	Musson, David Ponton, CJ Powell, Meredith Prunty, Rob	<u>Princeton</u> Diggan, Tony Gibson, Adam	France, Dave Funk, Scott Holland, Kimberly Holland, Stephen
<u>Baltimore County</u> Bishop, Matt Leffner, Nick Linkous, Blaine	<u>Montgomery County</u> Murphy, Erin	Samba, David Sauro, Tom Schrader, Carly Smith, Andy Teague, Zach Walker, Michi Whyte, David	<u>Richmond</u> Harrell, Matt Hill, Corey Lickliter, Ashley Madary Crum, Katie McCray, Danielle McPeters, Brian White, Tim	Mertig, Karl Moser, Emily Niss, Robyn Schmitt, Greg Votava, Chip Wharton, Michelle Williams, Kyle Yee, Jeremy
<u>Boston</u> Jacques, Christopher Keegan, Kathy	<u>New York City - KHN</u> Esch, Kelly LoFrisco, Daniel	<u>Philadelphia Center City</u> Harmon, Amanda Hewitt, Maddy Hughes, Paul Morgan, Taylor	<u>Richmond West</u> Chance, Max Dougherty, John Perkins, Ryan	<u>White Plains - KHN</u> Apostoleris, Dean Canning, John Van Hise, Kevin
<u>Charlottesville</u> Oliver, Jonathan	<u>Northern Virginia</u> Carter, Erica D'Alessandro, Jonathan Elman, Paul Frosch, Colin Howell, Chris Kauppila, John Keil, Ashley Knox, Sarah Koopman, Jennifer Lefton, Steve McIntyre, Emma Miller, Sean	<u>Pittsburgh</u> Beaves, Adele Beduhn, Tyler Moldovan, Bill	<u>Virginia Beach</u> Dallman, David Davidson, Scott Falk, Kathy Farthing, Andrew	<u>Williamsburg</u> Basic, Christopher
<u>Harrisburg</u> Bankert, Larry McGinley, Stephen				
<u>Loudoun</u> Bollinger, Kyle Giffin, Geoff				
California				
<u>Escondido</u> Kirby, Jennifer	Ranta, Sherry	Matson, Jason Melchor, Jason Melvin, Pearse	Pittalwala, Fareed Schmitt, Mike Weir, Matt	Valencia, Jason
<u>Irvine</u> Koivuniemi, Kyle	<u>Monterey</u> Falgout, Mark	<u>Pleasanton</u> Chazbek, Chadi Johnson, Miles Mowery, Mike Sowers, Brian Thal, Nicole	<u>San Diego</u> Barlow, Matthew Becker, Justin Cowan, Davie Harry, Jennifer Heustess, Aaron Kaltsas, Joe Madsen, Michael McCormick, Matt McWhorter, Sam Podegracz, Anthony Ulery, Megan	<u>San Jose</u> Hedayat, Leyla Mehta, Parag Venter, Frederik
<u>Long Beach</u> Hewitt, Melissa Phillips, Chad Starkey, Hunter	<u>Oakland</u> Akwabi-Ameyaw, Kwasi Colety, Mike Dankberg, Adam			<u>San Mateo</u> Pulliam, John
<u>Los Angeles</u> Duong, Dan Fares, Jean Kyle, Greg Phaneuf, Alyssa	<u>Orange</u> Adrian, Darren Bossu, Dave Glaze, Jacob Kerry, Nikki Marechal, Jason	<u>Riverside</u> Alvarez, Leticia		<u>Santa Clarita</u> Chakravarthy, Sri
		<u>Sacramento</u> Bhatt, Sheetal		<u>Temecula</u> Pollock, John
Carolinas				
<u>Charleston</u> Edmonson, Cole Guy, Jonathan	Taylor, Ben	<u>Fort Mill</u> Holcomb, John	<u>Raleigh</u> Adams, Richard Barber, Barry Beck, Chad Brewer, Brian Carter, Tim Cochran, Adam Cook, Richard Flanagan, Tammy Glass, Bri	Gresham, Teresa Hartshorn, Jason Howell, Cory Kuzenski, John Leverett, Chris Meador, Emily Netzer, Lesley Royal, Randy Thompson, Erin
<u>Charlotte</u> Blakley, Steve Denney, Seth Edwards, Matt Lewis, Ryan Racer, Joseph	<u>Columbia</u> Iser, Chris	<u>Greenville</u> Hensley, Alex		
	<u>Durham</u> Lewellyn, Earl Raney, Nolan	<u>Holly Springs</u> Brewer, Jordan		
Central				
<u>Dallas</u> Fraccaro, Joe Galloway, Steve Harris, Mark Henrichs, Tyler Lawhorn, Caroline Moss, Brad Rader, Aaron Samarripas, Anthony	Sulkowski, Nick Williamson, Sarah	James, Jeff Kubista, Kyle Landon, Jeff Nathan, Aaron Webb, Cole	Duenwald, Matt Hodge, Blake McCracken, Paul Ross, Casey	Schmidt, Luke
	<u>Fort Worth</u> Arnold, Doug Arnold, Scott Brewer, Cody Hill, Bradley Igo, Chris	<u>Frisco</u> Coppin, Tom Dickey, Kyle	<u>Irving Las Colinas</u> Ante, Nathan	<u>Richardson</u> Hoppers, Kevin New, Nathan
			<u>Oklahoma City</u>	<u>Terrell</u> Lucas, Matt

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 15, 2025

Midwest				
<u>Chicago Downtown</u> Lemmon, Peter Marnell, Colleen Mayer, Joe Morton, J.J. Panter, Jake Whitson, Bryan	<u>Chicago West Suburbs</u> Albers, Emma Doolittle, Rob Fancier-Splitt, Rory Garner, Chad Heinen, Andy Kaufman, Philip Walker, Drew	Schnug, Regan <u>Indianapolis</u> Butz, Bill Schreeg, Brandon Sheward, Bryan Timko, Mike Wolfred, Drew	<u>Kansas City South</u> Myers, Zach <u>Northeast Ohio</u> Clements, Kevin <u>Twin Cities</u> Bourdon, Brandon Elegert, Brandon Jensen, Matt Matzek, Will Phipps, Ryan Schmitz, Bill	Tadt, Eric Wall, Lisa Zimmerman, David <u>Twin Cities South</u> Fosmo, Eric Moren, Luke <u>Twin Cities West</u> Kuhnau, JoNette Manning, Jon Wurdeman, Brian
<u>Chicago North Suburbs</u> Cooper, Jason Stoehr, Peter Tracy, Eric	<u>Columbus</u> Muller, Justin Reeves, Mike Schall, Andy	<u>Kansas City</u> Kist, Matt McKerrow, Jeff		
Mountain Pacific				
<u>Aspen</u> Christensen, Bryce	Hess, Mitchell McCallum, Jessica	Phelps, Randall Rowe, Curtis Salvagio, Robin Skeehan, Dan Sobieski, Dennis Watson, Kyle Wilhelm, Will Wolterstorff, Darren	Felton, Emily Sheahan, Caitlin <u>Lehi</u> Bick, Chris <u>Portland</u> Lahey, Anna Meyerhofer, Peter <u>Salt Lake City</u> Borg, Alex Crowther, Brent	Herrick, Christine Johnson, Zach O'Brien, Molly <u>Seattle</u> Belsick, Jody Chen, Nick Kamerath, Marcy Leistikio, David Reeverts, Canaan Valentine, Brian Williams, David
<u>Boise</u> Bard, Teller McDougald, Brandon	<u>Denver</u> Andryscik, Kory Colvin, Scott Garinger, Amy Griffin, Erin Heiberger, John Hopkins, Christopher Krell, Gabe Madrid, Shelby McGee, Meaghan	<u>Everett</u> Lincoln, Brad <u>Fort Collins</u>		
<u>Broomfield</u> Mack, Dana Pratt, Anthony				
<u>Colorado Springs</u> Gunderson, Eric				
North Florida				
<u>Daytona Beach</u> Stubbs, Jarod	Mecca, Joe Mullis, Mike Roland, George Shelton, Mark	Stickler, Brooks <u>Melbourne</u> Husainy, Kinan <u>Ocala</u> Busche, Richard Elliott, Cara Gartner, Amber	Losito, Gene <u>Orlando</u> Chau, Hao Lenzen, Brent Littrell, Lance Mingonet, Scott Roberts, Heather Thigpen, Jonathan	Wagner, Kasey Wetherell, Ryan <u>Tallahassee</u> DeVeau, Zach Kalbli, Shawn Lewis, Kelsey
<u>Gainesville</u> Brighton, Ali Towne, Chris	<u>Lake Nona</u> Ashby, Brian Martin, Jon Parker, Tiffany			
<u>Jacksonville</u> Deitsch, Brian				
South				
<u>Alpharetta</u> Dufour, Zac Fanney, Angela Fanney, Lawson Hamilton, Jim James, Alvin Shearouse, Sarah Stricklin, David Walker, John Zittrouer, Derek	Coleman, Sean Else, Jeffrey Pastore, Cristina Ross, Rob Triplett, Kate <u>Birmingham</u> Bailey, Clark Johnson, Elizabeth <u>Chamblee</u> Manners, Jason	<u>Chattanooga</u> Skidmore, Ben <u>Franklin</u> Espelet, Leo <u>Memphis</u> Danley, Drake Minor, Henry Peregoy, Jarmon Peregoy, Jennifer	<u>Mobile</u> Starling, Charles <u>Nashville</u> Boyd, Jenna Boyd, Mark Creasman, Brett Gram, Ryan McMaster, Ryan Neal, Philip Rhodes, Chris	<u>Peachtree Corners</u> Ergle, Kevin Horbal, Bradley Smith, Patrick <u>Savannah</u> Gwaltney, Jamie Hunt, Rhodes Marsengill, Chris <u>Woodstock</u> West, Brian
<u>Atlanta Midtown</u> Bosman, Eric				
South Florida				
<u>Boca Delray</u> Haggerty, Jordan Schwartz, Mike Tercilla, Lindsey Webber, Jason	Dabkowski, Adrian Emmons, Erin Faice, Chris McWilliams, John Robertson, Stewart Viola, Stefano	Collier, Julio Fye, Barton Herrera, Alberto Pasken, Ken <u>Palm Beach Gardens</u> Long, Jamea Meyer, Allie	<u>Vero Beach</u> Good, Brian Hollen, Chris Lawson, Jacob Thomas, Melibe Van Rens, Peter <u>West Palm Beach</u> Lee, Jason Rapp, Bryan	Regueiro, Eric Schanen, Kevin Walshall, David <u>West Palm Downtown</u> Heggen, Chris Spruce, Mike
<u>Fort Lauderdale</u> Alam, Mudassar Capelli, Jill Cordasco, John	<u>Miami</u> Almonte Royer, Leonte Baldo, But			

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 15, 2025

Southwest				
<u>Las Vegas</u> Jones, Chris Moles, Richard Moore, Devin Mosley, Michael Wolf, Treasea	Grandy, Michael Margetts, Sterling Mutti, Brent Walnum, Nate <u>Phoenix</u> Artiles, Arnoldo Christian, Raj Connelly, Alissa Delmarter, Michael	Henderson, Ben Kay, Tyler Kimm, Kevin Kissinger, John Marella, Damon Perillo, Adam Schmidt, Zachary Sjogren, Tim Smalkoski, Brian Thoma, Jayme	Whitehurst, Eric <u>Reno</u> Hildebrandt, Heath Hughey, Stephen Nasset, Brent <u>Scottsdale</u> Haney, Steve Jupp, Andrew	Melvin, Enda Rutkowski, David <u>Tucson</u> Payne, Kevin Rhine, Tim
<u>Mesa</u> Burm, Jason Ehrick, Taylor				
Texas South				
<u>Austin East</u> Hamilton, Bob	VanLeeuwen, Andy <u>Austin South</u> Mason, Sean Parker, Brian West, Craig Williams, Ben	<u>Bryan College Station</u> Harris, Chris Lucas, Michael <u>Houston</u> Cargill, Kenneth Frysinger, Ashley Frysinger, Chris Guillory, Brandon	<u>Pearland</u> Deshpande, Vivek Hall, Andy <u>San Antonio</u> Brignon, Brit Cobler, Nathan Farnsworth, Jeff Holscher, Nick	Pierce, Nolan Tait, Zach <u>The Woodlands</u> Freeman, Steven Kirkland, Mark Lewis, Tyler Pickering, Brad
<u>Austin North</u> Araque, Santiago Boecker, Brian Hudson, Harrison Kiewit, Jordan Neal, Trey				
West Florida				
<u>Fort Myers</u> Bryant, Lewis Clark, Kellie <u>Lakeland</u> Lewis, Jason White, Wayne	Wynn, Jared <u>Sarasota</u> Cianfaglione, Chris Klepper, Kelley Leep, Jordan Pankonin, James	Schmid, Seth <u>St Petersburg</u> Arriaga, Brooke Bishop, Mark Dodge, Dawn Walker, Jordan	<u>Tampa</u> Brenny, Martin Bulloch, Kelly Coffman, Jon Collins, Carroll Gilner, Scott Lee, Nathan	Nadeau, Gary Truman, Steve

Kimley-Horn and Associates, Inc.
STANDARD CONTRACT SIGNING AUTHORITY
December 15, 2025

These persons have authority to sign contracts using unmodified Kimley-Horn forms (not client-drafted contracts).

Atlantic				
<u>Baltimore City</u> Gallagher, Emily Monaco, Melanie Stieffenhofer, Krae	<u>Harrisburg</u> Greene, Cory <u>Kimley-Horn of DC</u> Aimone, Keith <u>Loudoun</u> Williams, Austin <u>Montgomery County</u> Knuppel, Sylke <u>Northern Virginia</u> Jesensky, Kenny Kight, Casey Lette, Zachary Neupane, Sangam	Peters, Griffin Timothy, Heather <u>Philadelphia Center City</u> Buckley, Steve Katelhon, Tom Lohr, Andrew Ojserkis, Max Vernon, Paul <u>Philadelphia Suburban</u> Caponigro, Anthony Romano, Steve Schmoll, Lizzy <u>Pittsburgh</u> DePaolis, Jeff	<u>Dunmire, Dennis</u> <u>Princeton</u> Chow, Zhi Schailey, Olivia Ventura, Joe <u>Richmond</u> Brooks, Jordan Capparuccini, David Nagle, Andy Sciarrino, Sarah Tusing, Ellen <u>Richmond West</u> Anderson, Laura Ellington, David	Robertson, Nicholas <u>Virginia Beach</u> Benson, Laurence Berger, Kodi Bourke, Katy Callan, Angela Grudz, Jeremy Henderson, Grace Pryor, Dave Reim, Benjamin Romano, Nick Sweeney, Lauren
California				
<u>Coachella Valley</u> Luevano, Hannah Qureshi, Kameron <u>Escondido</u> Araujo, Mark Diorio, Mike <u>Irvine</u> Carlos, Mark Durham, Matt <u>Long Beach</u> Beltran, Amelia	<u>Los Angeles</u> Bouchet, Maya Dias, Nicole <u>Oakland</u> Aguigui, Kevin Braun, Tatiana Chang, Elbert Dole, Ryan Hoac, Anthony Tanner, Monica <u>Orange</u> Alvarez, Ryan	Bet Govargez, Barsin Gaines, Terrence Guzman, Art Lepore, Michael Stake, Austin Zuwawa, Ahmed <u>Pleasanton</u> Muthireddy, Prasanna Paderna, Robert Whaley, Tyler <u>Sacramento</u> Gregerson, Chris	Miller, Tim Pantoja, Antonio <u>San Diego</u> Allegoren, Ian Jumanan, Lauren Kragel, Kyle Moreno, Tammie Oleskowicz, Nick <u>San Jose</u> Morgan, Matthew Nguyen, Samantha Puttagunta, Ravi	Silkwood, Blake <u>Santa Clarita</u> Chandrasekhar, Sowmya Choi, Michael <u>Temecula</u> Teani, Lucas Thomas, Kevin
Carolinas				
<u>Charleston</u> Reiff, Rick Sutherland, Marianne Warfield, Casey <u>Charlotte</u> Claudio-Diaz, Jason Fitzsimmons, Megan Spacek, Tony	Watts, Austin <u>Columbia</u> Pierce, Gene <u>Durham</u> Purvis, Zak Westwood, Kelsey <u>Fort Mill</u>	Hanson, Andy Massey, Amy Tinklenberg, Chris <u>Greenville</u> Publicover, McKenzie <u>Holly Springs</u> Vickery, Bryan	<u>Lake Norman</u> Hughes, Shelby McIntyre, Alexandra <u>Raleigh</u> Blanton, Vance Bostic, Chris Dale, Jeff	Fluitt, Travis Griffin, Josh Hamby, Josh Lowman, Caleb Moore, Jeff Phillips, Stacie Robinson, Dan
Central				
<u>Celina</u> Dufour, Ryan Hensley, Todd Murphree, Brent <u>Dallas</u> Dolian, Jeffrey McGee, Peyton Meza, Sarah Moody, Bryan Ploetzner, Jamie Ploetzner, Kate Rathbun, Alex	<u>Dallas Downtown</u> Drake, Emily Lockwood, Lorien Mullinix, Judd Scott, Sarah <u>Fort Worth</u> Ainsworth, John De Weirtd, Dave Kercho, Josh Simonsen, Andrew Tidwell, Trenton	Whitacre, Jeff <u>Frisco</u> Campbell, Kelsey Campbell, Leah Fletcher, Thomas Kaiser, Jason Myers, Rob <u>Irving Las Colinas</u> Carley, Daniel Marshall, Glen	<u>McKinney</u> Budke, Andy Korus, Rachel Riccardi, Joe Williams, Stuart <u>Northwest Arkansas</u> Cox, Matt <u>Oklahoma City</u> Cooksey, Steven <u>Richardson</u>	Fernando, Hiron Gallagher, Dan Hallowin, David Kerby, Jonathan <u>Sherman</u> Carlisle, Michael <u>Tulsa</u> Akerman, Rusty <u>Weatherford</u> Tatum, Jeni

Kimley-Horn and Associates, Inc.
STANDARD CONTRACT SIGNING AUTHORITY
December 15, 2025

Midwest				
<u>Chicago Downtown</u> Duyar, Melissa Esposito, Tony Sawyer, Liam	Summers, Nathan Szafranski, Tom	<u>Indianapolis</u> Mayes, Chad Shergalis, Katlyn Taylor, Andy	Fraleigh, Kevin Krieg, Michael	Villa, Brian Wheeler, Colin
<u>Chicago North Suburbs</u> Solum, Ryan	<u>Columbus</u> Ferrin, Robert Kershner, Kevin Kufahl, Greg Schneider, Andy Stauffenger, Nick	<u>Kansas City</u> Gallo, Anthony	<u>Twin Cities</u> Borchardt, Spencer Catchpool, Alan Cooan, Jeremy Ewert, Chris Fenouil, Ashley Hendrickson, Chelsey Reisetter, Tyler Robinson, Greg Sankey, Eli	<u>Twin Cities South</u> Lokensgard, Arik
<u>Chicago West Suburbs</u> Eschbach, Taylor Grove, Daniel Kenyon, Jared Kucharski, Adam	<u>Detroit</u> Vincent, Corey	<u>Kansas City South</u> Signer, Dalton		<u>Twin Cities West</u> Imholte, Kyle Koller, Andrea Sieh, Trisha
		<u>Northeast Ohio</u> Bays, David		
Mountain Pacific				
<u>Bellevue</u> Miller, Chris Roland, Faith	Knowles, Justin Moore, Mikaela	<u>Denver Downtown</u> Scanlon, Liz	<u>Lehi</u> Matern, John	Williams, Nicole
<u>Boise</u> Hahn, Abbey Nicholson, Tim Toy Teeters, Molly	<u>Colorado Springs</u> Kofford, Kevin	<u>Everett</u> Koltonowski, Edward Martin, Deanna White, Clay	<u>Portland</u> Baxter, D.J.	<u>Seattle</u> Daneke, Katy Kussow, Cassie Newbauer, Derek Willmot, Liz
<u>Broomfield</u> Kahn, Jeremy	<u>Denver</u> Jones, Colton Strock, Erik Williams, Coy	<u>Fort Collins</u> Reese, Andy	<u>Salt Lake City</u> Cozzens, Nancy Morton, Leslie Risano, Amanda Wilcock, Jacob	<u>Spokane</u> Candrian, Connor
North Florida				
<u>Daytona Beach</u> McConnell, Nicole	Reuther, Chris Schilling, Bill	<u>Ocala</u> Garri, Alan Hill, Stewart Mora, Nick	Gillespie, Matthew Sansaricq, Brandon Witherspoon, Greg Woodward, Mike	<u>Tallahassee</u> Appel, Felicity Clayton, Brennon Dempsey, Dwight Snipes, Cam
<u>Gainesville</u> Manley, Elisabeth	<u>Lake Nona</u> Stickler, Jennifer Swisher, Jeff Taylor, James	<u>Orlando</u> Breton, Ramon Gallo, Victor Garau, Michael	<u>Panama City Beach</u> Brittain, Jeff Stewart, Erin	
<u>Jacksonville</u> Cockriel, Josh Krehbiel, Wendy				
South				
<u>Alpharetta</u> Clark, Logan Cousins, David Franklin, David Landry, Troy Reynolds, Josh Rubenstein, Marcus Shade, Eric	Skinner, Shannon Zakem, Charles Zhang, Bing	Driver, Adam	Lewis, Heather Mays, Dusty Swett, Doug <u>Mobile</u> Gault, Jason	<u>Peachtree Corners</u> Bukovich, Sean Duarte, Juan Wilton, Darren
<u>Atlanta Midtown</u> Good, Gavin Ruelle, Mike	<u>Birmingham</u> Mills, Kirk Paton, Connor	<u>Huntsville</u> Brown, Jenny Smith, Clay	<u>Nashville</u> Boles, Brendan Eley, Alisha Frank, Kelley Krebs, Meridith Larsen, Bryan	<u>Savannah</u> Clouser, Brian
	<u>Chamblee</u> Dunagin, Matt	<u>Memphis</u> Hammond, Mike		<u>Woodstock</u> McKinnon, Jared
	<u>Chattanooga</u>			
South Florida				
<u>Boca Delray</u> Lopez, Armando Walker, Brady	<u>Miami</u> Carballo, Paul Dorman, Cory Fuentes, Juan Gonzalez, Gregory Lizama, Ignacio Mora, Alberto Ramirez, Gabriela Strunnikov, Artem	<u>Palm Beach Gardens</u> Bacheler, Tori Piccolo, Jerry Preble, Sheila	Roberson, Jill	Richter, Tricia Townsend, Kaitlin
<u>Fort Lauderdale</u> Balaban, George Brosman, Matt Lafferty, John Mackey, Aaron		<u>Vero Beach</u> Cerjan, Mackenzie Forman, Mike Kleier, Eric	<u>West Palm Beach</u> Black, Nick Fursetzer, Matt Hetherington, Heather Johnson, Brett Kagawa, Ron Ng, Gin	<u>West Palm Downtown</u> Haigh, Jonathan

Kimley-Horn and Associates, Inc.
STANDARD CONTRACT SIGNING AUTHORITY
December 15, 2025

Southwest				
<u>Albuquerque</u> Brownell, Geoff	<u>Mesa</u> Bearat, Lina Haase, Deanna Johannsen, Shane Stroup, Brett Wright, Bryan	<u>Phoenix</u> Barnes, Morgan Clamp, Blake Colombo, Mike Gallagher, Heather Golek, Charlie Jones, Traver McCullough, Tom	Smith, Jeff Woolery, Chris	<u>Scottsdale</u> Frame, Garrett
<u>Las Vegas</u> Ackeret, Thomas Hunnicut, Marianna Saner, Lindsay Wakenhut, Jon			<u>Reno</u> Giacomin, David Waechter, Chris	<u>Tucson</u> Field, Rebeca Harris, Erin
Texas South				
<u>Austin East</u> Garau, Natalia Lissak, Matt Lundquist, Sam	Wilkins, Bradley <u>Austin South</u> Boykin, Anna Green, Ben Loftis, Michael Pheiffer, Sam Shoppa, Dwayne Tronson, Jonathan	Puente, Eli <u>Georgetown</u> Granados, Alex Helton, Austin Miksch, Josh Mitchell, Tyler	Kelly, Stephen Moriarty, Michael	<u>San Marcos</u> Schaefer, Jordan Slott, Brad
<u>Austin North</u> Ballard, Lance Fowler, Tom Gutierrez, David Smith, Rob Steadman, AC	<u>Bryan College Station</u> Lawrence, Tim	<u>Houston</u> Allsop, Ben Elkins, Dan	<u>San Antonio</u> Aniol, Stephen Avery, Amy Link, Jason Parenica, Aaron Ruby, Ben Sowa, Ryan Underwood, Richard	<u>The Woodlands</u> Harland, Sara Lanier, Morgan
West Florida				
<u>Fort Myers</u> Arnold, Kim Eckmann, Douglas Mercer, David Rairden, Ian	<u>Lakeland</u> Bator, Kait Conerly, Bo Tondreault, Jamison <u>Naples</u> Ebrahimi, Sina	Harris, Mike <u>Sarasota</u> Dean, Ed Gremaux, Ty Miele, Ashley	<u>St Petersburg</u> Schneider, Jared Semago, Michael <u>Tampa</u> Ansari, Mo Bond, Becca	Cintron, Artie Clark, Ryan Johnson, Sarah Spinner, Bill

EXHIBIT "Ai"

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) 35 Points
Personnel, and Technical Resources
- Interactions with TPO and (Tab 4) 10 points
Regulatory Agency Staff
- 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 will 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:

By: _____
PRINTED NAME: _____
Its: _____

CONSULTANT:

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: _____

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

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

Advertisement No./
Solicitation No

Financial Project Number(s)

[illegible]

Printed Names

Date _____

Printed Names

Date _____

This image shows a blank sheet of white paper with horizontal 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.

Signatures

[illegible]

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.

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, 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

Additional Page

[illegible]

Printed Names

Signatures

Date _____

[illegible]

[illegible]

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

LOW-BIDDER PROJECTS

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

Date

This image shows a blank sheet of white paper with horizontal 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.

Printed Names	Signatures	Date

[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.

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 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

[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 ($\geq$ \$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 full name, 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**

375-040-82
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: _____

5. Year Firm Established: _____

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: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

5. Year Firm Established: _____

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: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

5. Year Firm Established: _____

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: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

5. Year Firm Established: _____

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)

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**

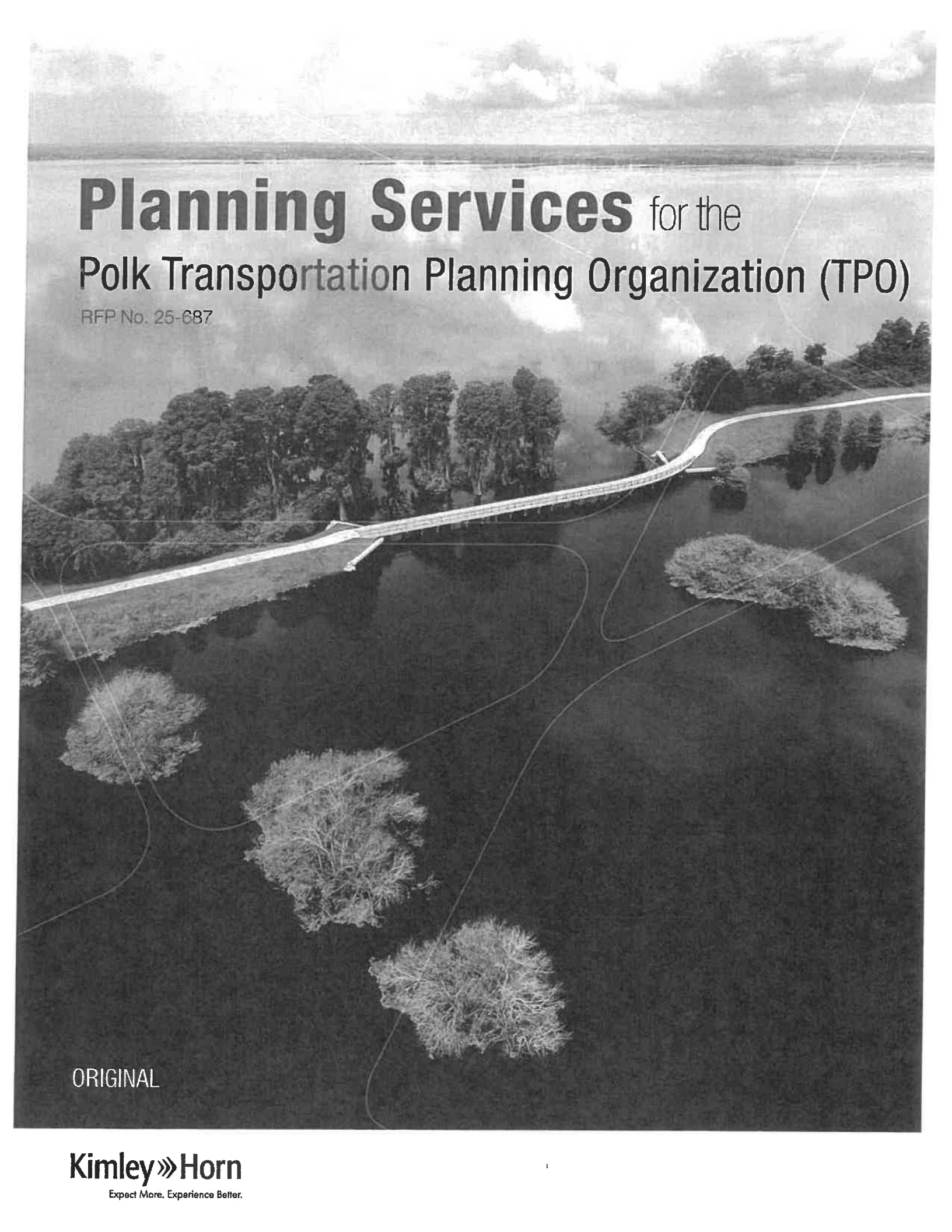
605 Suwannee Street
Tallahassee, FL 32399-0450

**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:

862DBB01E4FFA47
Jared W. Perdue, P.E., Secretary

An aerial photograph of a long, straight bridge crossing a body of water, likely a swamp or marsh. The bridge is flanked by dense trees and vegetation. The water is dark, and there are several small, tree-covered islands or peninsulas in the water. The sky is overcast with clouds.

Planning Services for the Polk Transportation Planning Organization (TPO)

RFP No. 25-687

ORIGINAL

Kimley»Horn

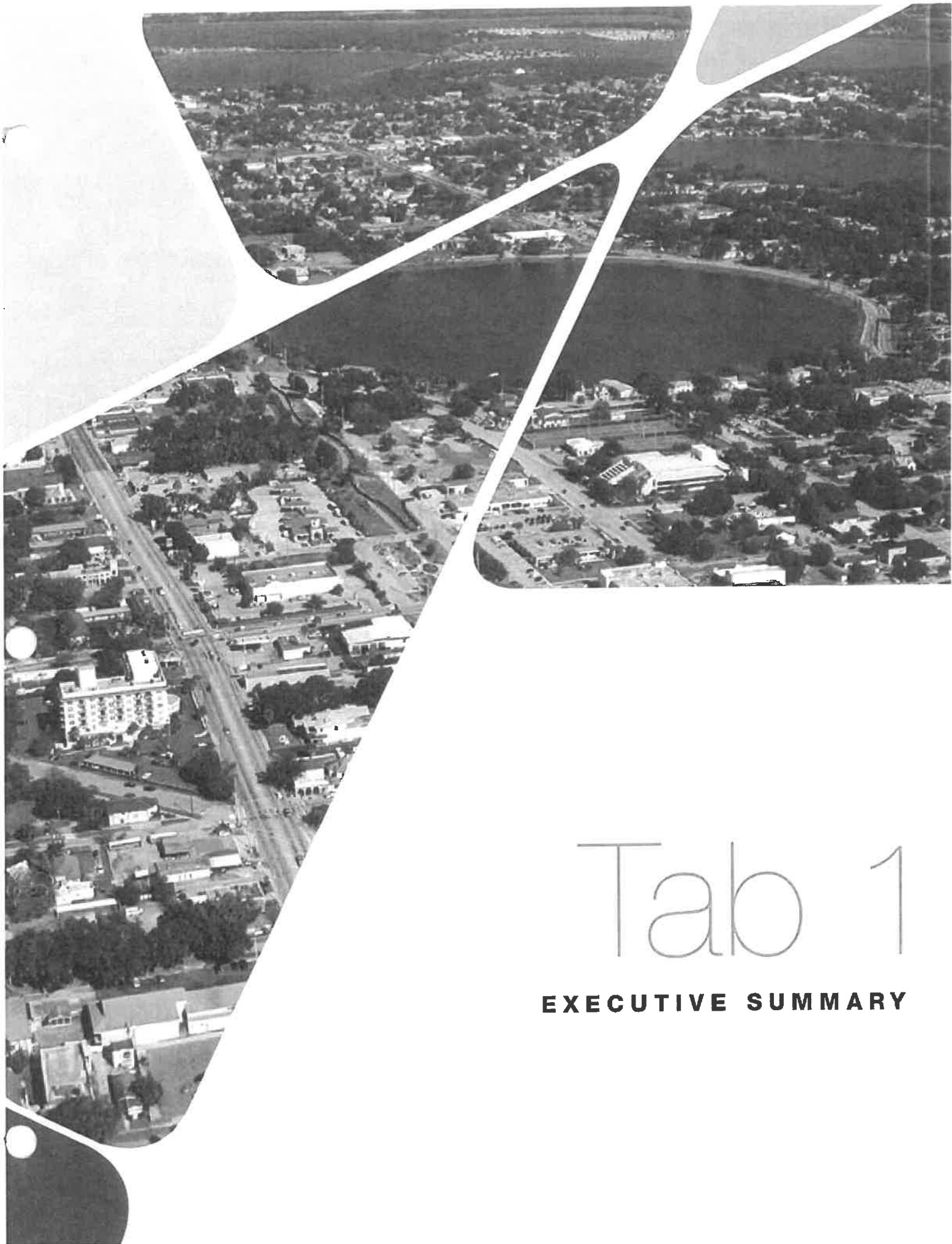
Expect More. Experience Better.



Planning Services for the Polk Transportation Planning Organization (TPO)

TABLE OF CONTENTS

<i>Section</i>	<i>Page</i>
1 Executive Summary	1
2 Approach to Project	11
3 Experience, Expertise, Personnel & Technical Resources	15
4 Interactions with TPO and Regulatory Agency Staff	55
5 Timely Completion of Projects	57
6 Surveys of Past Performance	59
7 DBE Utilization	63
8 Additional Forms and Documentation	69



Tab 1

EXECUTIVE SUMMARY

TAB 1. EXECUTIVE SUMMARY

February 11, 2026

Tabatha Shirah
Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830

RE: Planning Services for the Polk Transportation Planning Organization (TPO); RFP #25-687

Dear Ms. Shirah and Members of the Selection Committee,

Kimley-Horn understands that the Polk Transportation Planning Organization (TPO) seeks a dedicated partner with the vision, expertise, and strong stakeholder relationships necessary to support a balanced, integrated, and multimodal transportation system. We are proud of our past successes serving the TPO and Polk County that has resulted in projects moving forward despite any major obstacles. Our deeply rooted local team brings extensive experience in all things transportation planning from roadway capacity improvements, congestion management, transit planning, to rail and aviation coordination, and multimodal enhancement projects.

Because we work closely with multiple MPOs/TPOs and regulatory partners across Florida, our team offers seamless coordination and an efficient project flow grounded in established relationships and proven communication practices. At Kimley-Horn, we prioritize sound, data-driven decision making and deliver plans that strengthen community mobility and long term transportation investment strategies.

KIMLEY-HORN OVERVIEW.

Founded in 1967, Kimley-Horn is a premier multidisciplinary consulting firm providing engineering, planning, landscape architecture, and environmental services to public- and private-sector clients nationwide. **We are consistently recognized as an industry leader—ranked #8 in Top Design Firms and #8 in Transportation by Engineering News-Record (ENR) and #22 on Fortune's 100 Best Companies to Work For.** With more than 9,800 professionals in over 140 offices, we deliver innovative solutions, deep technical experience, and a partnership-focused approach that exceeds client expectations.

Kimley-Horn has supported Polk County for more than 30 years, serving as an extension of the County and the TPO staff and delivering work that aligns with community priorities and regulatory requirements. We hold our professionals to the highest standards and ensure all work meets every applicable requirement through our rigorous Quality Control/Quality Assurance (QC/QA) program. This structured review process ensures accuracy, compliance, and clear communication throughout the life of every contract.

LOCAL INSIGHT AND LEADERSHIP.

William Roll, AICP, CNU-A, is a longtime Polk County resident with more than 30 years of experience serving MPO/TPO clients, including the Polk TPO. His extensive leadership includes managing the award-winning Complete Streets Program as well as the 2040, 2045, and 2050 Long Range Transportation Plans (LRTPs). William also served as project manager for the 2060 Transportation Vision Plan, which set the foundation for major future investments such as Passenger Rail Service. As your project leader, William brings unparalleled expertise in transportation planning and a steadfast commitment to Polk County, ensuring it remains his top priority and primary focus.



A) Name, company name, address, telephone number, and email address

William Roll, AICP, CNU-A
Kimley-Horn and Associates, Inc.
109 S Kentucky Ave
Lakeland, FL 33801
863.226.6871
william.roll@kimley-horn.com

B) State the number of years in business, as the same company/firm

59 years

C) State the number of full time employees

9,727

Planning Services

RFP No. 25-687

for the Polk Transportation Planning Organization (TPO)

TRANSPORTATION PLANNING EXPERTISE.

Kimley-Horn has established itself as a leading consultant in the planning of regional and statewide transportation systems, corridor studies, transportation demand management programs, and transportation impact assessments—success made possible by the strength of its people. Project Manager **William Roll, AICP, CNU-A**, and Deputy Project Manager **Ryan Suarez, AICP**, bring a combination of technical expertise, hands-on experience, and a proven record of delivering high quality, responsive results on similar assignments. Building on this expertise, the firm has supported numerous local and state agencies in developing transportation and capital improvement plans for both short term and long range needs, including projects such as the Moving Florida Forward planning efforts. Collectively, these and other efforts across transportation planning, network analysis, economics, urban and regional planning, and engineering design have solidified Kimley-Horn's reputation as both a national and local leader in the transportation field. ***This success is rooted in a culture designed to attract and retain highly motivated professionals who take pride in the firm and the services we provide.***

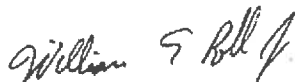
PARTNERSHIPS THAT LAST.

Kimley-Horn's longstanding partnerships with Polk County, the Polk TPO, many of the local cities, FDOT District 1, and other key agencies provide us with a deep understanding of local priorities, community values, and interagency expectations. Our previous work with these partners has laid a strong foundation, demonstrating the value we bring to the Polk TPO and our awareness of community needs. We will continue to seek early input from the County on project goals, multimodal concepts, and evaluation priorities, maintaining frequent communication with the TPO staff and partner agencies to ensure a coordinated and efficient planning process.

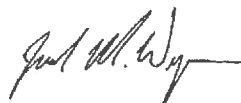
CLEAR VISIONS AND INNOVATIVE STRATEGIES.

Our nationally recognized leadership team and technical experts—along with subconsultants **Quest Corporation of America, Zyscovich**, and **Nationwide Traffic Data, LLC**—bring a clear, implementation focused vision for advancing multimodal transportation projects. Our approach is grounded in the belief that successful planning efforts must do more than meet document needs; they must move traffic efficiently and safely across all modes, support regional mobility goals, and deliver solutions that are both achievable and future ready.

With decades of experience supporting multimodal planning and transportation initiatives across Florida, Kimley-Horn understands what it takes to move people and goods efficiently and safely across all modes. Our team prioritizes early coordination with MPO/TPO staff, FDOT districts, FHWA, FTA, and local partners to ensure that planning concepts translate into constructible, high-performing solutions. We excel at building consensus around data-driven, multimodal strategies that improve mobility, reliability, and system performance. As we transition into the broader scope of this proposal, our commitment remains clear: ***deliver a forward looking, cost effective, and implementation ready transportation vision that enhances connectivity, supports growth, and strengthens the long term resilience of Polk County.***



William Roll, AICP
Project Manager
863.226.6871
William.Roll@kimley-horn.com



Jared Wynn, PE
Authorized Representation/Associate
863.226.6867
Jared.Wynn@kimley-horn.com

State of Florida

Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on January 10, 2026, 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 Tenth day of February, 2026*




Secretary of State

Tracking Number: 9013963510CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Department of Business
& Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

Apply for a License
Verify a Licensee
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

Licensee Information

Name: KIMLEY-HORN & ASSOCIATES, INC. (Primary Name)
Main Address: 421 FAYETTEVILLE STREET
SUITE 600
RALEIGH North Carolina 27601
County: OUT OF STATE
License Mailing: 421 FAYETTEVILLE STREET
SUITE 600
RALEIGH NC 27601
County: OUT OF STATE

License Information

License Type: Engineering Business Registry
Rank: Registry
License Number: 696
Status: Current
Licensure Date: 05/10/1977
Expires:

7:38:47 AM 1/2/2026



Department of Business
& Professional Regulation

HOME CONTACT US MY ACCOUNT

ONLINE SERVICES

Apply for a License
Verify a Licensee
View Food & Lodging Inspections
File a Complaint
Continuing Education Course Search
View Application Status
Find Exam Information
Unlicensed Activity Search
AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

Licensee Information

Name: MINGONET, MILTON SCOTT (Primary Name)
Main Address: KIMLEY-HORN AND ASSOCIATES INC (DBA Name)
200 SOUTH ORANGE AVENUE
SUITE 600
ORLANDO Florida 32801
County: ORANGE

License Information

License Type: Registered Landscape Architect
Rank: Landscape Arc
License Number: LA0001428
Status: Current, Active
Licensure Date: 10/14/1991
Expires: 11/30/2027

8:28:44 AM 1/2/2026



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

License No.: LB696
Expiration Date February 28, 2027

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE ST STE 600
RALEIGH, NC 27601-1777

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

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



Florida Department of Transportation

RON DESANTIS
GOVERNOR

505 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 27, 2025

Cassie Sylvia, Marketing Coordinator
KIMLEY-HORN AND ASSOCIATES, INC.
200 S Orange Avenue
Suite 800
Orlando, FL 32801
cassie.sylvia@kimley-horn.com

Dear Sylvia:

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
- 5.3 - 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

1

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

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.

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

2

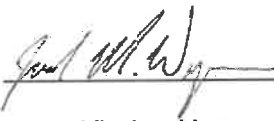
EXHIBIT "A"

**CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, PROPOSED
DEBARMENT, AND OTHER RESPONSIBILITY MATTERS**

For all awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities, the Offeror must complete and sign the following:

The Offeror certifies, to the best of its knowledge and belief, that-

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, 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 contractor 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, a political subdivision of the State of Florida (the "County"). If it is later determined that the contractor 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 Florida Division Emergency Management, the County, and 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 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.

SIGNATURE:  Jared Wynn, PE, Associate

COMPANY NAME: Kimley-Horn and Associates, Inc.

DATE: 2/18/2026

EXHIBIT "B"
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

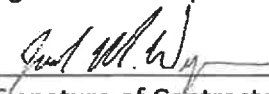
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Jared Wynn, PE certifies, to the best of his or her knowledge, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Jared Wynn, PE, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jared Wynn, PE, Associate
Name and Title of Contractor's Authorized Official

2/18/2026
Date

Proposers Incorporation Information

(Submittal Page)

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

Company Name: Kimley-Horn and Associates, Inc.

DBA/Fictitious Name (if applicable): N/A

TIN #: 58-0885616

Address: 109 S Kentucky Ave

City: Lakeland

State: FL

Zip Code: 33801

County: Polk

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

Contact Person: William Roll

Phone Number: 863-226-6871

Cell Phone Number: 863.608.5304

Email Address: William.Roll@kimley-horn.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: North Carolina

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

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: Kimley-Horn and Associates, Inc.

Signature: [Signature]

Title: Associate

Date: 2/18/2026

State of: Florida

County of: Hillsborough

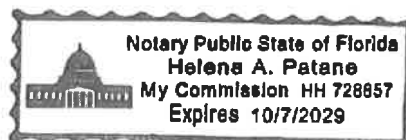
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of February, 2026, by Jared Wynn, PE (name) as Associate (title of officer) of Kimley-Horn and Associates, Inc. (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: [Signature]

Printed Name of Notary Public: Helena A. Patane

Notary Commission Number and Expiration: HH 728857 10/7/2029

(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 18 day of February, 2026.

ATTEST:

By: _____

PRINTED NAME: William Roll, AICP

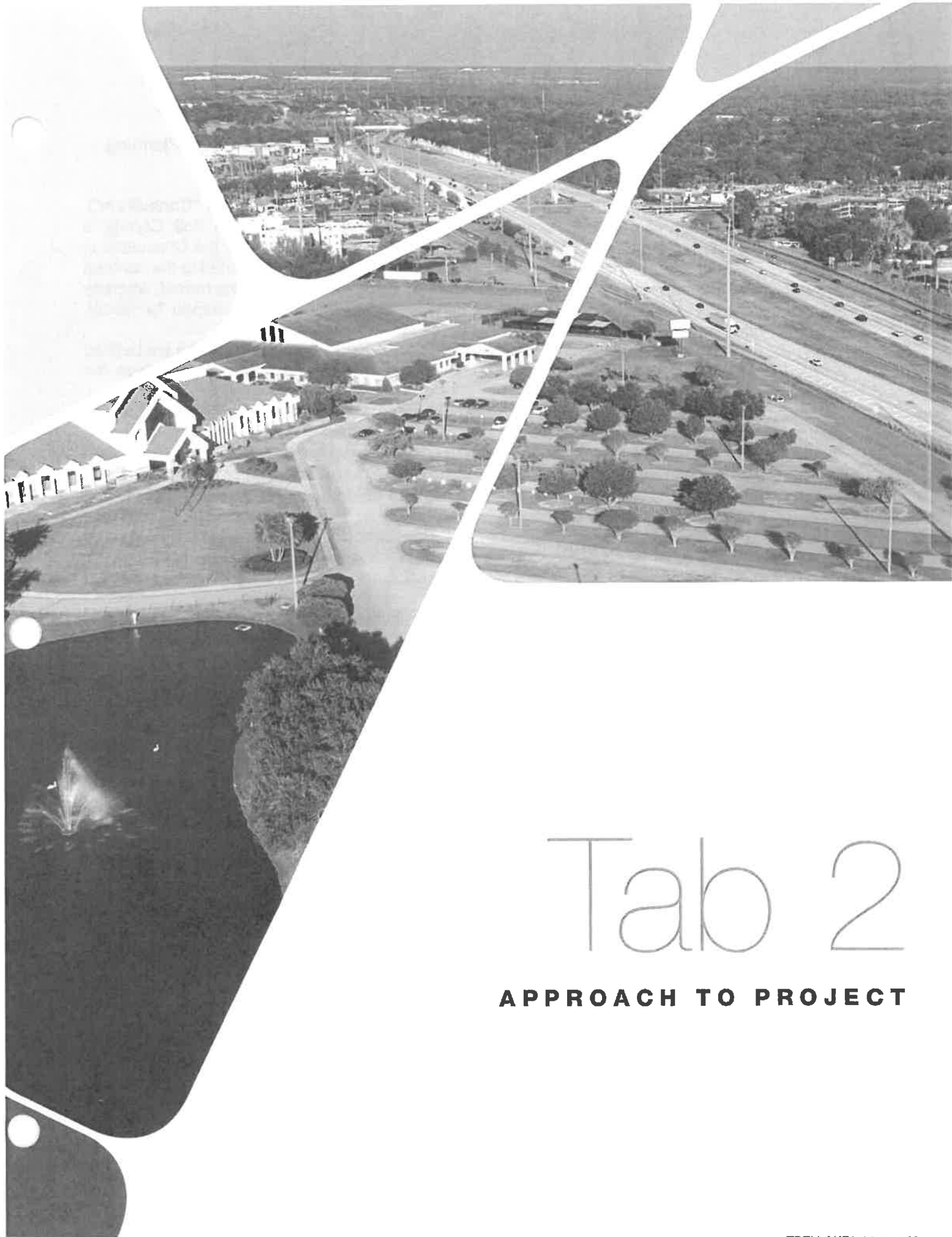
Its: Associate

CONSULTANT:

By: _____

PRINTED NAME: Jared Wynn, PE

Its: Associate



Tab 2

APPROACH TO PROJECT

TAB 2. APPROACH TO PROJECT

Understanding of Requested Services

We understand the role of a TPO/MPO general planning consultant. The Polk TPO will benefit by partnering with our proactive team which provides a comprehensive skill set to provide maximum flexibility to the TPO when support is needed. We are confident in saying that we will receive strong, supportive references from our other general planning services contracts, including those from Lake-Sumter MPO, Indian River MPO, and MetroPlan Orlando. While still holding experience and relationships with other TPOs/MPOs like Hernando-Citrus MPO, River to Sea TPO, Forward Pinellas (MPO), Martin County MPO, Charlotte-Punta Gorda MPO, Broward MPO, Miami-Dade MPO, and many others. Our decades of experience provides a firm foundation and resources to serve the Polk TPO. **More importantly, we understand the unique needs and requirements of the Polk TPO.**

- Produce a meaningful plan that has public support
- Base the plan on sound data and analysis with a performance based focus
- Place a priority on addressing local objectives while still meeting the federal and state requirements
- Leverage opportunities to improve transportation investments to promote economic development
- Address all modes of travel in a cost-effective fashion
- Addressing Federal requirements and guidance
- Creating the right framework to support high priority projects not included in the cost feasible plan
- Leveraging funding for transportation improvements
- Continue integrating complete streets and bicycle/pedestrian/trails projects into the LRTP
- Communicating the Plan to the TPO Board, key stakeholders, and the general public
- Working with regional partners and the TPO Staff to produce the LRTP within staffing constraints

Project Approach

GPC Task Management

The Kimley-Horn team is excited to team with the Polk TPO to provide general transportation planning services and assist the TPO staff in developing planning studies, producing required documents, providing technical support, and reviewing other studies or activities. The Kimley-Horn team will serve as an extension of the TPO staff to provide technical, graphical, study management, product review, public involvement activities, and other services as required by the TPO.

General planning consultant contracts require a different approach from typical project-specific contracts. Each task assignment under a general planning contract will need an individualized approach that includes the various disciplines necessary to complete the assignment. We recognize that each project under this contract will have its own expectations that need to be understood and addressed. At Kimley-Horn, the overall approach for a task begins with an initial scoping meeting, development of the fee proposal, and a clear understanding of the task expectations and deliverables.

Upon receiving an assignment, we will begin with an on-site kick-off meeting (as needed) with the Polk TPO project manager and necessary staff to develop the scope, discuss constraints and opportunities, determine what information is currently available from the TPO, and begin formulating the schedule with selected, agreed-upon milestones. We will select the appropriate Kimley-Horn team members for each assignment based upon the goals of the project and individual team member experience and expertise. We will work closely with the TPO staff throughout each assignment.

Our project manager and many of our key staff have previously served as the general planning consultant for the Polk TPO and many other MPOs/TPOs over the years, developing a general approach and methodology to make every opportunity successful.

Quality Control and Assurance

Recognizing the critical importance of careful quality control, Kimley-Horn developed a Quality Control/Quality Assurance (QC/QA) manual that every project manager is required to adhere to, and we certify that our procedures will ensure high-quality services that satisfy the TPO's needs. Quality is a keystone principle that has enabled us to become one of the leading consulting firms in the country. Our approach to frequent communication and QC/QA will relieve TPO staff of dedicating time to any significant project review efforts. A QC/QA review of project solutions and analysis, together with



design reviews, will ensure a top-quality deliverable for the TPO. Our formal QC/QA program is based upon assigning experienced senior professionals who are otherwise qualified to manage a particular project, to serve in an independent quality control role. **Jim Wood, AICP** will serve as our QC/QA advisor and **Allison Fluit, PE, AICP** will serve as technical advisor. Both will truly provide an independent review of your projects. They will provide a fresh set of eyes capable of identifying anything that will potentially cause an issue from either a planning or implementation standpoint.

Project Management

Kimley-Horn recognizes that a strong project management approach is necessary to successfully complete tasks associated with this Polk TPO General Planning Consultant Services contract on schedule and within budget. Our standard management practices are outlined in a formal manual published by the firm entitled, *Project Manager's Manual*. This document clearly establishes the firm's policy, which requires the project manager prepare a detailed work plan and management plan for each major project. This includes a plan for controlling and directing all elements of the project. Our entire approach to project management is characterized by the following philosophies and policies, which are ingrained in the Kimley-Horn culture:

- We will not only control and manage the project schedule, we will anticipate problems, creatively develop solutions, and implement a set of actions before problems arise.
- Our project manager, **William Roll, AICP, CNU-A** will be in command and control of the project at all times. He will have the authority to allocate resources and correct problems without senior management approval.
- We approach each project from your perspective, guided by a knowledgeable leader who brings deep expertise to every assignment. Our focus on strategic solutions and effective project management ensures quality work is delivered on schedule and within budget. By assembling the right team, we anticipate challenges and consistently achieve superior results through a collaborative, results-driven approach.

High Level of Communication and Scheduling

Meeting your schedule for deliverables is not just a goal—it is a mandate, and we achieve this through proactive, transparent communication and rigorous schedule management. From project kickoff, our managers aggressively communicate key milestones, targets, and expectations to the team, ensuring clear direction and early understanding of deliverables. We use structured tools such as detailed work plans and our proprietary “cast ahead” system to forecast staffing needs, balance workloads, and confirm resources are aligned to maintain schedule commitments. Continuous communication—through weekly production meetings, real time performance tracking, and consistent client updates—allows us to identify potential issues early and take immediate action. When challenges arise, we evaluate their impact, collaborate with the appropriate team members to determine solutions, and present clients with well documented recommendations that support informed decision making. ***By controlling what can be controlled and building in mechanisms to respond to the unexpected, we ensure that schedules, budgets, and client priorities remain on track throughout the life of the project.***

Consolidated Task Areas

Long Range Transportation Plan

Long range transportation planning is both one of the most important projects that the TPO undertakes every five years, and a key strength of Kimley-Horn and our project manager, **William Roll, AICP, CNU-A** who was responsible for developing the last three Polk TPO LRTPs. We have been conducting long range transportation studies for more than 40 years and our project manager has more than 20 years of continuous involvement in the development of these plans. We are experts with all aspects in developing long range plans including the planning models, analysis of financial feasibility, multimodal analysis, and plan refinement based on strong and meaningful public involvement. Our approach to developing LRTPs focuses on the following objectives:

- Develop a meaningful, publicly supported plan that prioritizes local objectives, addresses all travel modes cost-effectively, and fulfills federal and state requirements.
- Base the plan on sound data and performance-based analysis, leveraging opportunities to promote economic development and optimize transportation investments.
- Integrate complete streets, bicycle, pedestrian, and trail projects, and create a framework to support high-priority projects beyond the cost feasible plan by leveraging funding and regional partnerships.
- Communicate the plan clearly to the TPO Board, stakeholders, and the public, working collaboratively with regional partners and TPO staff within staffing constraints.

Corridor Planning

Kimley-Horn is a national leader in corridor and complete streets planning and design. In fact, the term “complete streets” evolved from the ground-breaking document that Kimley-Horn led titled: *Designing Walkable Urban Thoroughfares: A Context Sensitive Approach*, Institute of Transportation Engineers, 2010. Since the completion of this guidance by ITE, state regional and local governments have adopted complete streets policies and plans. **William Roll, AICP, CNU-A** completed the Polk TPO's Complete Streets Feasibility Studies and updated the TPO's Complete Streets Handbook to address the special needs of truck/goods movement. Kimley-Horn's work was also recognized by USDOT with the Safer People Safer Streets Complete Streets Award for our work completing the Miami-Dade Safer People Safer Streets Local Action Plan. We will partner with the Polk TPO to implement corridor projects that will be popular with business and property owners and that spur economic growth in any community. We also know that land use considerations, incentives, and tax increment financing strategies are critical to a holistic transportation corridor approach. In addition, we are excellent partners with the FDOT District One staff, and this relationship is key to getting corridor projects programmed and funded, thereby reducing the need for local funds. Our local presence, agency relationships, and our significant list of local successes Polk County will bring a great deal of continuity to TPO GPC contract.

Special Studies (Safety, Resilience, & Technology)

Safety

Kimley-Horn has experience with performing safety studies throughout Florida. We currently have contracts with the Safety Office of FDOT Districts Two, Three, Six, and Four to perform safety reviews. The first step in performing a safety study is to have a kickoff meeting with the TPO project manager to understand the catalyst for performing the study and any circumstances related to the study that may affect the recommendations. We will then review historic crash data from Signal Four Analytics and/or the FDOT Crash Analysis Reporting System. We know the importance of reviewing the descriptions provided on the crash reports to make sure that the information coded into the crash databases accurately represents the circumstances of the crash. We utilize pivot tables and spreadsheet tools to quantify the crash data and identify any trends. Kimley-Horn has vast experience in reviewing crash data to identify and recommend improvements for correctable trends that are feasible and constructible. The recommendations will be provided in a report including concepts for any recommended improvements.

Resilience

Our team is uniquely positioned to address all aspects related to resiliency. Recently, we assisted the Polk TPO in taking an "All-Hazards" approach to identify feasible strategies to prevent and/or mitigate adverse impacts from a diverse range of high risk disruptions. Our team also includes local leaders in the area of resiliency associated with stormwater events.

Technology

Emerging transportation technologies are bringing the most significant changes to transportation the industry has seen in decades. While a future of connected and automated vehicles (CAV) provides the potential for significant gains in transportation safety and system efficiency, understanding how these near-term 'disruptions' will affect long-range planning and decision-making is one of the growing challenges for all transportation planners. Our team is well-prepared to support the TPO in navigating the way ahead. While at FDOT, **Jim Wood, AICP**, chaired the Florida Automated Vehicle Policy Working Group that developed a policy framework encouraging AV testing and deployment while ensuring public safety and protection of public resources. In his capacity as FDOT Chief Planner, he also served as senior advisor for development of Guidance for Assessing Planning Impacts and Opportunities of ACES Vehicles which was created to assist MPOs/TPOs in development of their 2045 L RTPs.

Transit Planning

Our approach to transit planning is two-fold:

- Transit planning needs to address the state and federal requirements for plan evaluation, service development, operation evaluations, and funding.
- Transit planning needs to address local needs. This is where boilerplate approaches to transit plans do not work. Each community has different mobility needs based on their social and economic development needs.

The focus of our approach is to deliver cost effective service and infrastructure that is sustainable and serves as a long-term asset to the community. We understand that a variety of short- and long range transportation planning and project development assignments will be performed by the general services consultant. ***Our team can provide this assortment of transportation planning tasks outlined in the scope of services including transportation disadvantaged planning, traditional ongoing planning efforts, and we excel at "Transit-Friendly" design.*** We can also develop operating scenarios using operational models and other tools, and estimate operating costs and revenues. The Kimley-Horn team is at the forefront of short- and long-range transportation planning initiatives in Florida. In addition, our team brings depth and redundancy in skill sets to ensure that we have the resources to take on multiple assignments simultaneously. **Zyscovich** will provide additional support in the area of transit station concepts and design. No other team can match the breadth of our recent and ongoing transportation planning experience in Florida.

Data & Analysis

Kimley-Horn understands that the General Planning Consultant may be required to provide assistance in database development and the collection of transportation data as mandated by federal transportation legislation. Kimley-Horn has extensive experience in not just database development, but also in the development of the decision support services that make these databases useful.

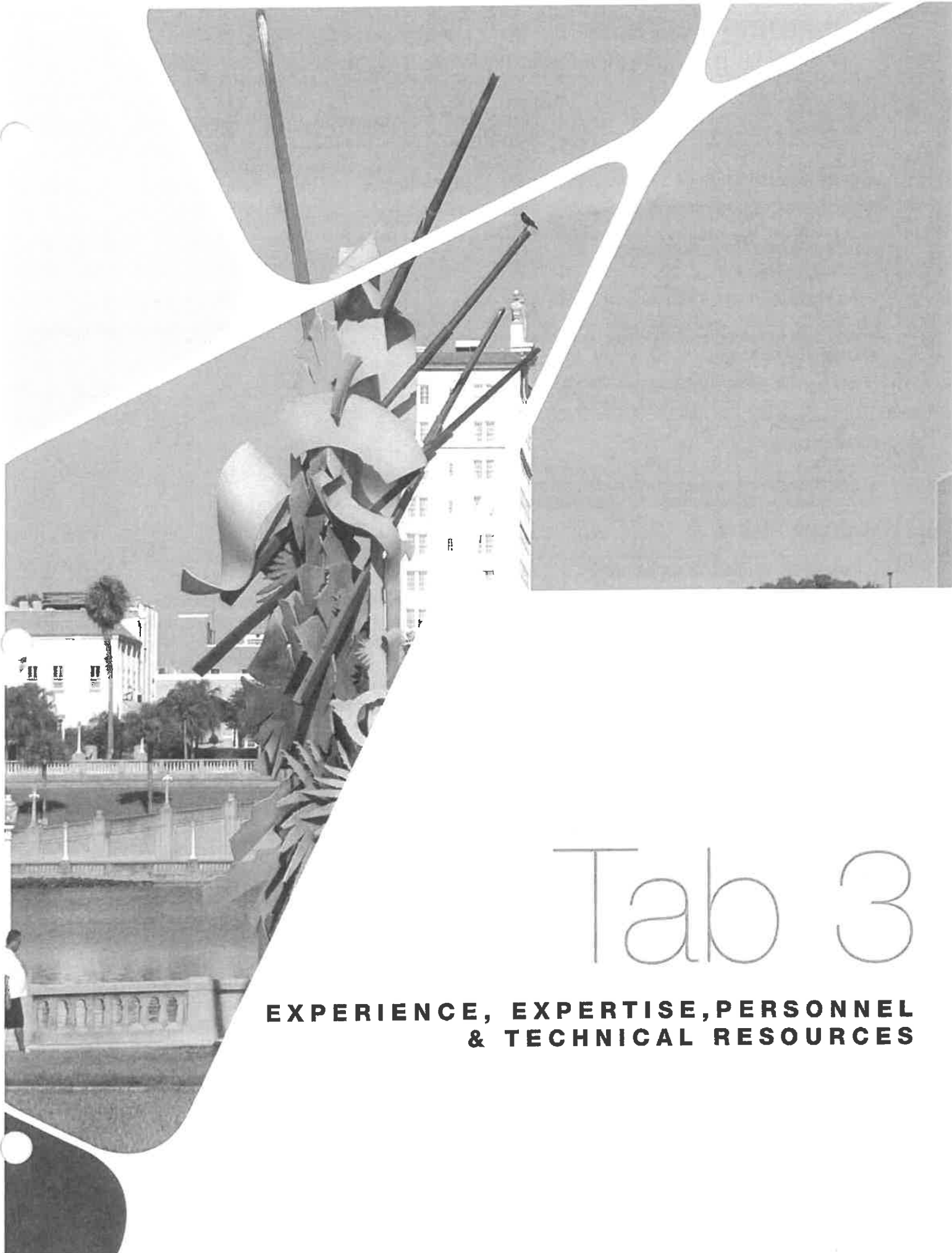
Our approach to data collection will be to use the latest technology to perform data collection activities while maintaining quality control procedures to ensure the highest level of accuracy. Analysis techniques will be based on the specific work assignment, and with the support of our subconsultant **Nationwide Traffic Data, LLC** we will be able to do so more efficiently. Kimley-Horn has extensive experience including intersection operational analysis, corridor signal timing analysis, crash analysis, and corridor analysis to support the TPO. The Kimley-Horn team has the qualifications and experience to provide any data collection activities required for the consultant.

Public Engagement

Public engagement is a critical element of the transportation planning process. Kimley-Horn has the experience to support the TPO in any public engagement activity needed for this contract, from individual partnering meetings to large complex community meetings. The Kimley-Horn team is supported by **Quest Corporation of America**, who will help ensure effective public engagement throughout every project assigned.

Through our local planning efforts with the communities in Polk County, other MPOs/TPOs, and municipalities throughout Florida, our team is unmatched when it comes to public outreach. Our local knowledge and experience within Polk County has resulted in trust from the elected officials and the public. Our team has demonstrated time and again that we know how critical it is to a project's success to clearly understand the desired result, and to have the stakeholders and the community involved from the beginning to build a common vision. **William Roll, AICP, CNU-A** has facilitated many such efforts that dealt with controversial issues with great success. He is an industry expert at the facilitation of complex public outreach efforts. We are well known and trusted by MPOs/TPOs throughout the state and we are committed to bring the same level of consensus building to serve you on this contract.

Our approach to public involvement involves first understanding the goal of each project by listening to you, our client, and then developing a strategy for outreach that delivers that result. We feel it is important to understand each audience, provide them with background information including the objective of the project and the problem or issue being addressed, and then engaging and listening. We work with the public to develop solutions or options and then support this by providing the technical and analytical expertise.



Tab 3

**EXPERIENCE, EXPERTISE, PERSONNEL
& TECHNICAL RESOURCES**

TAB 3. EXPERIENCE, EXPERTISE, PERSONNEL & TECHNICAL RESOURCES**A. NAME AND LOCATION OF THE PROJECT**

Indian River MPO General Planning Consultant, Indian River County, FL

B. SIZE AND COST OF THE PROJECT:

Size: Varies by Project

Cost: Varies by Project – Approx. \$500,000 to date

C. PROJECT REPRESENTATIVE NAME, ADDRESS, PHONE NUMBER, AND EMAIL ADDRESS

Brian Freeman, Senior Transportation Planner
1801 27TH Street, Vero Beach, FL 32960
772.226.1990 (Work)
bfreeman@ircgov.com

D. START DATE AND COMPLETION DATE FOR PROJECT OR IS ANTICIPATED TO BE COMPLETED; COMPARE TO THE ORIGINAL DATE

March 2019 – Ongoing

E. FIRMS RESPONSIBILITY ON PROJECT

Under this on call planning support contract, our team provided comprehensive assistance to the Indian River County MPO across a range of multimodal transportation and land use planning efforts. Work included preparing updates to the MPO's Long Range Transportation Plan, supporting tasks such as data development, needs assessment, alternatives analysis, public involvement, and development of financially feasible project packages. We also conducted a land use vision study, with that we contributed to the planning by reviewing socioeconomic forecasts, coordinating with regional partners, and ensuring consistency between transportation strategies and growth management objectives. Through these activities, we delivered timely, flexible support that advanced the MPO's long range vision and informed decision making across the county's transportation network.

F. KEY STAFF AND THEIR ROLE ON PROJECT

William Roll, AICP, CNU-A; Mike Vaudo, AICP; Marc Ispass, AICP; Kelley Klepper, AICP; Taylor Filaroski, AICP; Jared Schnieder, AICP, CNU-A; Ian Rairden, PE; Role varies by project

G. IDENTIFY WORKING RELATIONSHIP OF CONSULTANTS OR JOINT VENTURE ON PROJECT, IF APPLICABLE

Prime consultant

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.

Varies by project. For this task order, the original budget was \$209,944. The final budget is not fixed because work is performed on an on call basis and additional tasks are added as project needs arise. Budget differences occur primarily from task additions.

I. LIST OF ANY TIME EXTENSIONS CREATED BY ITEM H ABOVE : N/A

Planning Services

for the Polk Transportation Planning Organization (TPO)

RFP No. 25-687

A. NAME AND LOCATION OF THE PROJECT

Lake-Sumter MPO General Planning Consultant, Leesburg, FL

B. SIZE AND COST OF THE PROJECT

Size: Varies by Project

Cost: Varies by Project – Aprox. \$500,000

C. PROJECT REPRESENTATIVE NAME, ADDRESS, PHONE NUMBER, AND EMAIL ADDRESS

Micheal Woods, Executive Director
1300 Citizens Blvd, Leesburg, FL 34748
352.315.0170
Michael.woods@lakesumtermopo.com

D. START DATE AND COMPLETION DATE FOR PROJECT OR IS ANTICIPATED TO BE COMPLETED; COMPARE TO THE ORIGINAL DATE

May 2023 – Ongoing

E. FIRMS RESPONSIBILITY ON PROJECT

In recent years, Kimley-Horn has continually served the Lake-Sumter MPO under a General Planning Consultant contract on a number of its critical initiatives and programs including:

List of Priority Projects (LOPP). Kimley-Horn has supported the MPO's annual LOPP process for the past four cycles, helping refine interagency coordination, enhance list formats and documentation, create an interactive online LOPP map, and develop prioritization criteria.

Congestion Management Process (CMP). Our team prepared the CMP Policy and Procedures Manual and developed State of the System Reports documenting mobility and safety conditions across Lake and Sumter Counties.

2022/23 – 2023/24 Unified Planning Work Program (UPWP). Kimley-Horn assisted with developing the MPO's most recent UPWP, incorporating new FDOT guidance and templates, provided staff training, and processed five subsequent UPWP amendments.

Virtual Meeting Support, Hosting, and Consultation. We supported virtual options for TDCB, TAC/CAC, and Governing Board meetings by hosting the online platform, providing on site technical assistance, and managing meeting recordings.

ArcGIS Online Mapping. Kimley-Horn created online maps and StoryMaps for the 2045 LRTP, CMP, and LOPP, with continued updates reflecting new data and adopted amendments.

Long Range Transportation Plan Amendments. Our team supported multiple 2045 LRTP amendments, preparing updated narrative content and revising associated maps and project tables.

SR 471 Complete Streets Study. Kimley-Horn conducted a Complete Streets planning study for SR 471 in Sumter County, evaluating existing and future conditions, coordinating public involvement, collecting data, and developing multimodal improvement alternatives and recommendations.

F. KEY STAFF AND THEIR ROLE ON PROJECT

Jim Wood, AICP; Jared Schneider, AICP, CNU-A; Ryan Suarez, AICP; Mike Vaudo, AICP; Kayla Ware; William Roll, AICP, CNU-A; Brett Kamm, GISP; Macy Falcon, AICP; Role varies by project

G. IDENTIFY WORKING RELATIONSHIP OF CONSULTANTS OR JOINT VENTURE ON PROJECT, IF APPLICABLE

Prime Consultant; Subconsultant — National Data and Surveying

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.

Varies by Project—Original task budget: \$80,320 Final budget: Ongoing as tasks arise. Budgets vary; differences in original budget cost are from the addition of tasks.

I. LIST OF ANY TIME EXTENSIONS CREATED BY ITEM H ABOVE: N/A

A. NAME AND LOCATION OF THE PROJECT

MetroPlan General Planning Consultant, Orlando, FL

B. SIZE AND COST OF THE PROJECT

Size: Varies by project

Cost: Varies by Project – Approx. \$1.48M

C. PROJECT REPRESENTATIVE NAME, ADDRESS, PHONE NUMBER, AND EMAIL ADDRESS

Lara Bouck, Manager of Project Development
250 S. Orange Ave., Suite 200, Orlando, FL 32801
407.481.5672 ext. 337
Lara.bouck@MetroPlanOrlando.gov

D. START DATE AND COMPLETION DATE FOR PROJECT OR IS ANTICIPATED TO BE COMPLETED; COMPARE TO THE ORIGINAL DATE

December 2021 – Ongoing (work continue through December 2026)

E. FIRMS RESPONSIBILITY ON PROJECT

Under our continuing General Planning Consultant contract with MetroPlan Orlando, Kimley Horn provides on demand technical and planning support across a wide range of multimodal transportation initiatives. This includes assistance with long range transportation planning; freight, transit, bicycle, and pedestrian planning; safety and public health analysis; travel demand modeling and traffic operations studies; and development of project cost estimates and preliminary right of way assessments. Our team also supports MetroPlan Orlando with congestion management analyses, feasibility studies, Complete Streets conceptual design, autonomous and connected vehicle planning, land use and urban design services, public involvement and event support, mapping and graphics production, data collection and analysis, and grant preparation. Through these flexible, task order assignments, we provide rapid, specialized expertise to help advance the priorities outlined in MetroPlan Orlando's Unified Planning Work Program.

F. KEY STAFF AND THEIR ROLE ON PROJECT

Jim Wood, AICP; Mike Vaudo, AICP; Clarence Eng, FAICP; Mike Woodward, PE; Ryan Suarez, AICP; Allison Fluit, PE, AICP; Caroline Fraser, PE, RSP1; William Roll, AICP, CNU-A; Jared Schneider, AICP, CNU-A; Role varies by project

G. IDENTIFY WORKING RELATIONSHIP OF CONSULTANTS OR JOINT VENTURE ON PROJECT, IF APPLICABLE

Prime Consultant; Subconsultants — Alta Planning and Design, Patel, Greene and Associates, LLC, Nationwide Traffic Data, Urban SDK, Inc

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.

Varies by project. For this task order, the original budget was \$15,000. The final budget is not fixed because work is performed on an on call basis and additional tasks are added as project needs arise, to date costs are approx. \$1.48M. Budget differences occur primarily from task additions.

I. LIST OF ANY TIME EXTENSIONS CREATED BY ITEM H ABOVE: N/A

Planning Services

for the Polk Transportation Planning Organization (TPO)

RFP No. 25-687

A. NAME AND LOCATION OF THE PROJECT

Central Florida Regional Transportation Authority (LYNX) Transportation Disadvantaged Service Plan, Orlando, FL

B. SIZE AND COST OF THE PROJECT

Size: N/A

Cost: \$79,870

C. PROJECT REPRESENTATIVE NAME, ADDRESS, PHONE NUMBER, AND EMAIL ADDRESS

Patricia Whitton, Senior Planner
455 N. Garland Ave., Orlando, FL 3280
407.254.6119
pwhitton@golynx.com

D. START DATE AND COMPLETION DATE FOR PROJECT OR IS ANTICIPATED TO BE COMPLETED; COMPARE TO THE ORIGINAL DATE

July 2022 – June 2023

E. FIRMS RESPONSIBILITY ON PROJECT

Kimley-Horn was selected by the Central Florida Regional Transportation Authority (LYNX) to lead the major update of the Transportation Disadvantaged Service Plan (TDSP) for Orange, Osceola, and Seminole Counties. The firm provided comprehensive planning services, including a review and update of current transportation operations, demographic analysis, and public outreach to identify needs and strategies for disadvantaged populations. Kimley-Horn developed updated service and quality assurance plans, coordinated stakeholder engagement, and prepared all required documentation for state approval. The project ensured LYNX's transportation services remain effective, inclusive, and compliant with Florida Commission for the Transportation Disadvantaged requirements. Through this effort, Kimley-Horn supported LYNX in setting five-year goals, refining service strategies, and strengthening coordination among local agencies to better serve the region's transportation disadvantaged community.

F. KEY STAFF AND THEIR ROLE ON PROJECT:

Ryan Suarez, AICP: Project Manager, Caroline Fraser, PE, RSP1, Corinn Beem, AICP, Jim Wood, AICP: Project Engineers

G. IDENTIFY WORKING RELATIONSHIP OF CONSULTANTS OR JOINT VENTURE ON PROJECT, IF APPLICABLE

Kimley-Horn was Prime Consultant; Subconsultants: N/A

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.

Original Budget: \$79,870 Final Budget: \$79,870; Project stayed within budget.

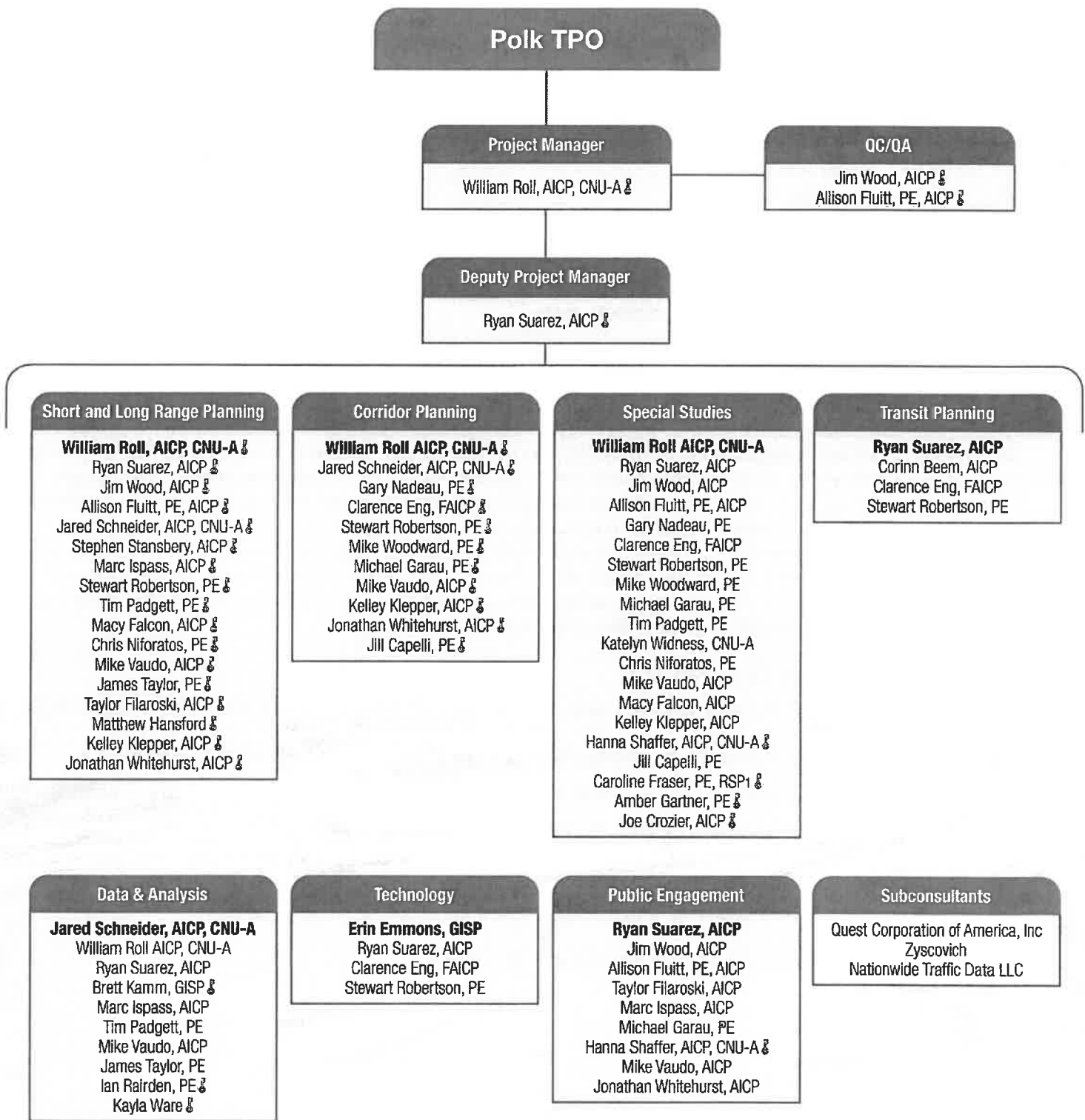
I. LIST OF ANY TIME EXTENSIONS CREATED BY ITEM H ABOVE : N/A

Planning Services

for the Polk Transportation Planning Organization (TPO)

RFP No. 25-687

ORGANIZATION CHART



⚡ Denotes Key Personnel



William Roll, AICP, CNU-A

TITLE: PLANNING PROFESSIONAL, ASSOCIATE

PROJECT ASSIGNMENT: PROJECT MANAGER/SHORT AND LONG RANGE PLANNING/CORRIDOR PLANNING/SPECIAL STUDIES/PUBLIC ENGAGEMENT

PROFESSIONAL CREDENTIALS

- Master, Public Administration, University of Central Florida
- Bachelor, Geography, Stetson University
- American Institute of Certified Planners, #013953
- Institute of Transportation Engineers (ITE)
- Congress for New Urbanism (CNU)
- American Planning Association (APA)
- Urban Land Institute

SPECIAL QUALIFICATIONS

- Has 32 years of experience with MPO projects across Florida, including long range plans, demographic forecasts, congestion management plans, scenario plans, bicycle-pedestrian plans, and corridor studies.
- Active public involvement with the Lakeland Chamber and Polk Vision, serves as a trusted advisor in Polk County.
- Led development of 2050 Long Range Plans for nine Florida MPOs.

RELEVANT EXPERIENCE

***Polk TPO 2060 Transportation Vision Plan, Polk County, FL—**Project Manager. The Polk TPO 2060 Vision Plan provided a strategic, long-term roadmap for transportation infrastructure and mobility in Polk County, Florida, with goals extending to 2060. Carefully designed to guide investments, policies, and prioritization, the plan addressed anticipated population growth, changing travel patterns, and emerging technologies. Key elements included multimodal strategies for highways, transit, freight, and bicycle/pedestrian facilities, along with measurable action items to support implementation and sustainability. The plan promoted progress toward a modern, resilient, and equitable transportation system for both immediate improvements and future needs. Project Cost: \$250K

Polk TPO 2045 & 2050 Long Range Transportation Plan, Polk County, FL—Project Manager. Kimley-Horn developed the Polk TPO's 2045 and 2050 Long Range Transportation Plans, providing detailed socioeconomic forecasts and collaborating with local stakeholders. The team adapted outreach during COVID-19 using live video and supported project prioritization through technical analysis and modeling. These efforts ensured the transportation plans were responsive to community needs and aligned with future growth projections. Project Cost: \$360K (2045); \$510K (2050)

Hernando/Citrus 2050 Long Range Transportation Plan (LRTP), Brooksville, FL—Project Manager. Kimley-Horn assisted the Hernando/Citrus Metropolitan Planning Organization (MPO) with their 2050 Long Range Transportation Plan. Preliminary plan development included assisting with development of goals, objectives, performance measures, and performance targets; development of a multimodal transportation database; and regional coordination and technical support. This LRTP focused on aligning the transportation planning effort to address the FAST Act requirements and consolidated the planning tools for the two counties. The plan provided a strategic framework for sustainable growth and improved mobility throughout the Hernando and Citrus region. Project Cost: \$440K

Polk TPO Complete Streets Program, Polk County, FL—Served as the assistant project manager and task leader. Kimley-Horn, acting as the prime consultant, was responsible for identifying and selecting eight critical corridors for complete street improvements, formulating specialized design recommendations to guide future implementation. The project featured robust community engagement, developing practical and attainable improvements along with detailed cost estimates for 28 roadway segments. William was in charge of defining clear action items and assigning responsibilities, which not only facilitated the execution of immediate goals but also established a structured approach for evaluating and selecting future complete street corridors. This comprehensive framework now guides ongoing and future efforts, ensuring that similar projects are grounded in community needs and feasible implementation strategies. Cost: \$75,000

*Work conducted prior to joining Kimley-Horn



Ryan Suarez, AICP

TITLE: PLANNING PROFESSIONAL, ASSOCIATE

PROJECT ASSIGNMENT: DEPUTY PROJECT MANAGER/SHORT AND LONG RANGE PLANNING/
SPECIAL STUDIES/DATA AND ANALYSIS/TRANSIT PLANNING/TECHNOLOGY/PUBLIC ENGAGEMENT

PROFESSIONAL CREDENTIALS

- Master, Urban and Regional Planning, Florida State University
- Bachelor, Criminology, Florida State University
- American Institute of Certified Planners, #021106

SPECIAL QUALIFICATIONS

- Over 21 years of transit planning experience in both public and private sectors, with expertise in developing and implementing various transit programs and managing federal and state grant compliance.
- Extensive involvement managing complex projects and delivering effective, innovative solutions for MPOs and transit agencies
- Ryan's previous leadership position at a small transit agency exposed him to all aspects of transit agency work

RELEVANT EXPERIENCE

***Polk County Transit/Citrus Connection, Polk County, FL**—Project Planner. Experience with management and development of FDOT required Transit Development Plans for recipients of State Public Transportation Block Grant (PTBG) funding. Knowledgeable with all aspects of TDP requirements including implementation of effective public outreach and engagement activities. In addition, assisted in the development of the first volume of the FDOT TDP Guidance Handbook and TDP Reviewer's Guide. This work involved coordinating with local transit agencies and stakeholders to ensure TDPs aligned with both state and community priorities, while also meeting rigorous compliance standards. Successfully facilitated workshops and community meetings, resulting in actionable feedback that shaped the final plans and best practices documentation. Project Cost: N/A

Forward Pinellas Alternate US 19 Investment Corridor Transition Plan, Pinellas County, FL—Project Planner. Kimley-Horn was chosen by Forward Pinellas to create the Advantage Alt 19 investment corridor transition plan for Alternate US 19, spanning 16 miles from St. Petersburg to Clearwater. This high-priority corridor aims to support future transit and redevelopment, linking jobs, training, and workforce housing through enhanced transit and multimodal options. Project Cost: \$495K.

Pinellas Suncoast Transit Authority Sunrunner Rising Development Study, St. Petersburg, FL—Project Planner. Kimley-Horn created an FTA-funded TOD strategy for PSTA's Sun Runner BRT corridor, connecting key cities along a 10-mile route. The team guided PSTA in leveraging a \$1.2M grant to promote equitable growth, business support, multimodal access, and private sector investment, and provided redevelopment recommendations to enhance BRT performance. Stakeholder engagement and thorough market analysis were integral components of the project, ensuring the strategy was tailored to local needs and opportunities. Project Cost: \$1.4M

Lynx Transit Asset Management Plan, Orlando, FL—Project Planner. Kimley-Horn partnered with LYNX to update their TAM plan by assessing current practices, forming an executive steering committee, and establishing an annual activities calendar. The team created a clear responsibilities matrix, developed a condition assessment process, and trained staff for facility inspections. Using TERM Lite, they identified capital needs and worked with Finance to improve investment prioritization, delivering a ranked project list and an internal asset database. Project Cost: \$245K

Breeze Transit Asset Management Plan, Sarasota, FL—Project Manager. Under a General Planning Contract for SCAT Breeze, Kimley-Horn completed the 2018 and 2022 Transit Asset Management (TAM) Plans to meet FTA Tier II requirements. Working closely with Breeze staff, Kimley-Horn conducted facility condition assessments, created an annual Condition Assessment Evaluation form, and helped document a comprehensive asset inventory. These inventories were modeled in TERM Lite to help prioritize capital needs over a 20-year period. Project Cost: \$71K

*Work conducted prior to joining Kimley-Horn

Planning Services

RFP No. 25-687

for the Polk Transportation Planning Organization (TPO)



Jim Wood, AICP

TITLE: PLANNING PROFESSIONAL, ASSOCIATE

PROJECT ASSIGNMENT: QUALITY CONTROL/QUALITY ASSURANCE/SHORT AND LONG RANGE PLANNING/SPECIAL STUDIES/PUBLIC ENGAGEMENT

PROFESSIONAL CREDENTIALS

- Master, Geography, Florida State University
- Bachelor, Telecommunications, University of Florida
- American Institute of Certified Planners, #32054
- American Trails, Advisory Board Member
- American Planning Association (APA)

SPECIAL QUALIFICATIONS

- Nearly 30 years of experience in long-range planning, project implementation, policy development, financial programming, and intergovernmental coordination.
- Demonstrated expertise in public involvement and community engagement, fostering collaboration among diverse stakeholders to support successful planning initiatives.
- Extensive expertise in integrating transportation, land use, and recreation planning, with a strong focus on multimodal systems, trail development, and current industry trends.

RELEVANT EXPERIENCE

River to Sea TPO 2050 Long Range Transportation Plan (LRTP), Daytona Beach, FL—Project Manager. Leading the transition from the previously adopted 2045 LRTP through the successful development and adoption of the 2050 LRTP. As part of the ongoing 2050 LRTP effort, Jim managed policy development, long-range planning, and public involvement activities; coordinated closely with the TPO Board, advisory committees, and partner agencies; refined performance-based prioritization criteria; and evaluated multimodal, technology, resilience, and funding scenarios supporting development of the fiscally constrained Cost Feasible Plan and implementation strategy. He also led focus group workshops and stakeholder outreach. Project Cost: \$500K

MetroPlan Transportation Systems Management and Operations Master Plan, Orlando, FL—Project Manager. Kimley-Horn is developing the MetroPlan Orlando TSM&O Master Plan, working with MetroPlan and a Steering Committee to build upon existing intelligent transportation and connected vehicle plans. The project assesses current systems, identifies future needs, and creates an implementation strategy, ensuring integration of emerging technologies and compliance with federal and state requirements for MetroPlan's 2050 Metropolitan Transportation Plan. Project Cost: \$265K

Collier to Polk Regional Trail Master Plan, FDOT District One, FL—Project Manager. The Collier to Polk Regional Trail Master Plan is a collaborative initiative led by FDOT District One to establish a vision for a connected multi-use trail spanning Collier, Hendry, Glades, Highlands, Hardee, and Polk counties. The planning process involves comprehensive stakeholder and public engagement, an assessment of existing conditions within the study area, review of current trail plans and programs, identification of key communities and destinations to be linked by the trail, development of overarching concepts and alternatives, and creation of an action plan to guide future project development. Project Cost: \$300K

Lake-Sumter MPO List of Priority Projects (LOPP), Lake and Sumter Counties, FL—Project Manager. Jim led enhancements to the Lake-Sumter MPO's List of Priority Projects (LOPP) process, establishing project tier categories and improving coordination and project information quality. His efforts resulted in 14 of the Top 20 projects being funded in 2020. In 2021, he introduced new partner guidance and a project screening method to support sponsors, with these initiatives recognized as best practices in the MPO's annual FDOT Joint Certification. Project Cost: \$92K

MetroPlan Orlando Vision Zero Action Plans, Osceola County, St. Cloud, and Kissimmee, FL—Project Manager. Responsibilities include coordinating with a multi-disciplinary Steering Committee and city-specific Working Groups, conducting extensive public engagement, analyzing corridors with high rates of fatal and serious injury crashes, identifying effective countermeasures, creating prioritized work programs, and establishing processes for implementation and monitoring progress. This work is being managed under Kimley-Horn's MetroPlan Orlando General Planning Consultant contract. Project Cost: \$390



Allison Fluitt, PE, AICP

TITLE: CIVIL ENGINEER, VICE PRESIDENT

PROJECT ASSIGNMENT: QUALITY CONTROL/QUALITY ASSURANCE/SHORT AND LONG RANGE PLANNING/SPECIAL STUDIES/PUBLIC ENGAGEMENT

PROFESSIONAL CREDENTIALS

- Master, Civil Engineering, University of Texas, Austin
- Bachelor, Civil Engineering, University of Tennessee, Knoxville
- Professional Engineer in North Carolina, #033262
- Professional Engineer in Mississippi, #34717
- American Institute of Certified Planners, #023008
- American Planning Association (APA)

SPECIAL QUALIFICATIONS

- Over 20 years' experience in all aspects of metropolitan transportation.
- She has worked on 35 long-range transportation plans since MAP-21 and is known for her skills in financial planning, performance measurement, multimodal planning, and getting the public involved.
- Allison has been a leader in congestion management plans in 6 different southeastern states

RELEVANT EXPERIENCE

Pasco MPO, Innovate Pasco 2050 Long Range Transportation Plan, Pasco County, FL—Project Manager. Kimley-Horn is developing Pasco County MPO's 2050 Long Range Transportation Plan, starting with a reassessment of current conditions and growth forecasts for this rapidly expanding area. Extensive public and stakeholder engagement, which generated feedback from over 1,100 participants and informed the updated transportation needs list. The plan features detailed revenue forecasting across federal, state, and local sources, with recommendations for future funding to address gaps. Prioritized and financially constrained needs have produced a Cost Feasible Plan, positioning the MPO for effective project implementation and long-term success. Project Cost: \$100K

Durham-Chapel Hill-Carrboro MPO, Durham County Transit Plan, Durham County, NC—Project Manager. Kimley-Horn led the development of Durham County's updated transit investment plan in collaboration with local agencies, including the DCHC MPO, GoTriangle, GoDurham, the City of Durham, and Durham County. Over two years, the team created a \$1 billion program of transit services and projects funded by Durham County's dedicated transit sales tax through 2040. The planning process prioritized equitable community engagement, using the City's Equitable Community Engagement Blueprint and the Engagement Ambassador Program as key outreach strategies. Project Cost: \$1M

2050 Metropolitan Transportation Plan (MTP) and Congestion Management Plan, Charleston, WV—Project Manager. Kimley-Horn updated the Regional Intergovernmental Council TDM as part of the 2050 MTP update. Kimley-Horn provided aggregated sociodemographic and transportation network data for years 2020 and 2050 to create a calibrated TDM for the MPO to use in their LRTPs and other traffic studies. Tasks included data collection and analysis, model development, traffic forecasting, documentation, and model run assistance. Project Cost: \$341K

2045 Goldsboro Urban Area Metropolitan Transportation Plan, Goldsboro, NC—Project engineer. Alison oversaw the development of the Metropolitan Transportation Plan (MTP), focusing on modal recommendations, prioritization, financial constraints, and collaboration with military stakeholders. She managed the project, engaged the community, analyzed conditions, developed multimodal solutions, improved travel modeling, handled finances, and documented results. Major deliverables were a work plan, engagement tools, online content, goals, project sheets, performance measure records, financial spreadsheets, and a summary report. Project Cost: \$150K

JUMPO 2050 Metropolitan Transportation Plan, Jacksonville, NC—Project manager. Responsibilities included project administration, community involvement, developing guiding statements, an existing conditions assessment, developing multimodal transportation recommendations, refining and applying the regional travel demand model, a financial analysis, and report documentation. Key deliverables included a project work plan, engagement activities and tools, website and social media content, MTP goals, project sheets, performance measure documentation, financial analysis spreadsheet, and summary report. Project Cost: \$184K

Planning Services

RFP No. 25-687

for the Polk Transportation Planning Organization (TPO)



Marc Ispass, AICP

TITLE: PROFESSIONAL PLANNER

PROJECT ASSIGNMENT: SHORT AND LONG RANGE PLANNING/DATA AND ANALYSIS/PUBLIC ENGAGEMENT

PROFESSIONAL CREDENTIALS

- Bachelor, Urbanism and the Environment, Rollins College
- American Institute of Certified Planners, #030778

SPECIAL QUALIFICATIONS

- Marc has more than 12 years of professional experience in transportation planning, with expertise in public participation, environmental issues, multimodal planning, and data modeling.
- He has conducted PD&E studies for multiple FDOT districts and contributed to Long Range Transportation Plans for the Seminole Tribe of Florida and Seminole County.
- Marc's background also includes multimodal studies for the state of Texas, Collier County, and Broward County, as well as data funding modeling for the Virginia Department of Transportation and CalTrans.

RELEVANT EXPERIENCE

Polk TPO 2050 Long Range Transportation Plan, Bartow, FL—Project Planner. Kimley-Horn developed the 2050 socioeconomic data forecast. This project included a forecast of population/housing, employment, school enrollment, and hotel/motel unit growth. It required extensive collaboration with local agency stakeholders to validate and refine the technical forecast process developed and implemented by Kimley-Horn. Project Cost: \$150k

Polk TPO 2045 Long Range Transportation Plan (LRTP), Lakeland, FL—Project Planner. Kimley-Horn led the development of the 2045 Long Range Transportation Plan, which involved assessing the current transportation system, determining future needs, and preparing plan documentation. The project addressed updates for USDOT FAST Act compliance, including federal planning factors and national performance measures. Collaboration with local stakeholders was key to refining technical analyses and public engagement, and, in response to COVID-19, the team supported virtual public outreach through live video meetings. Project Cost: \$360K

River to Sea TPO 2045 Long Range Transportation Plan (LRTP), Daytona Beach, FL—Project Planner. The 2045 Long Range Transportation Plan (LRTP) aims to develop strategies for an integrated multimodal transportation system that prioritizes safety and efficiency for moving people and goods. It introduces new performance measures that focus on broader transportation outcomes beyond just road congestion. The plan evaluates various social, economic, environmental, and infrastructure factors and ensures investments are financially feasible, with consideration for potential policy changes. The LRTP was adopted in September 2020. Project Cost: \$317K

Polk TPO General Planning Consultant, Polk County, FL—Project Planner. Kimley-Horn partnered with the Polk Transportation Planning Organization to develop the 2045 Long Range Transportation Plan. Key efforts included preparing population and employment forecasts and travel demand models using FDOT's regional planning tools. The project involved collaboration with neighboring counties and integrated elements of the FDOT M-CORE Connector initiative, which aims to boost rural communities, create jobs, and enhance regional connectivity. Project Cost: Varies by task

Hernando/Citrus 2045 Long Range Transportation Plan (LRTP), Brooksville, FL—Project Planner. Kimley-Horn assisted the Hernando/Citrus Metropolitan Planning Organization (MPO) with their 2045 Long Range Transportation Plan. Preliminary plan development included assisting the MPO with development of goals, objectives, performance measures, and performance targets; development of multimodal transportation database; and regional coordination and technical support to the MPO. This LRTP focused on aligning the transportation planning effort to address the FAST Act requirements and consolidated the planning tools for the two counties. Project Cost: \$440K



Jared Schneider, AICP, CNU-A

TITLE: PLANNING PROFESSIONAL, ASSOCIATE

PROJECT ASSIGNMENT: SHORT AND LONG RANGE PLANNING/CORRIDOR PLANNING/DATA AND ANALYSIS

PROFESSIONAL CREDENTIALS

- Master, Urban Planning, Rollins College
- Bachelor, Geography, University of Florida
- Bachelor, Business Administration, University of Florida
- Congress of New Urbanism in Florida
- American Institute of Certified Planners, #024814
- American Planning Association (APA)
- Urban Land Institute
- Congress for New Urbanism (CNU)

SPECIAL QUALIFICATIONS

- Multimodal transportation leader with more than 19 years of experience in delivering innovative solutions.
- Skilled areas include multimodal transportation master plans, complete streets, area and corridor plans, long-range transportation, and congestion management.
- Expert in public engagement, data forecasting, mapping, and bike/pedestrian planning.

RELEVANT EXPERIENCE

Indian River County MPO 2045 Long-Range Transportation Plan (LRTP) Update, Indian River County, FL — Project Planner. The Indian River County (IRC) MPO 2045 Long Range Transportation Plan (LRTP) update is a joint effort by Kimley-Horn, IRC MPO, FDOT District Four, and regional partners. The plan addresses multimodal transportation, including highways, transit, freight, bicycle and pedestrian facilities, and new vehicle technologies like ACES (Autonomous, Connected, Electric, Shared) concepts. Using advanced modeling and visualization tools, the project successfully navigated public involvement challenges posed by COVID-19. The IRC MPO emphasizes efficiency, cost-effectiveness, and technical rigor, and Kimley-Horn has been a key partner in every LRTP for over two decades. Project Cost: \$209K

Lake-Sumter MPO 2045 Long Range Transportation Plan (LRTP) and Congestion Management Process (CMP), Lady Lake, FL — Project Planner. This transportation plan covers significant updates related to traffic congestion, travel time reliability, and safety. It outlines strategic policy decisions for allocating financial resources to implement transportation projects in Lake and Sumter Counties. The plan includes elements of FDOT's Multiuse Corridors of Regional Economic Significance (M-CORE) Northern Turnpike Connector initiative, which aims to boost rural community revitalization, job creation, and regional connectivity. Additionally, the planning team helped the MPO ensure their previous 2040 plan met new FAST Act compliance standards. Project Cost: \$280K

Hernando/Citrus 2045 Long Range Transportation Plan (LRTP), Brooksville, FL — Project Planner. Kimley-Horn assisted the Hernando/Citrus Metropolitan Planning Organization (MPO) with their 2045 Long Range Transportation Plan. Preliminary plan development included assisting the MPO with the development of goals, objectives, performance measures, and performance targets; development of a multimodal transportation database; and regional coordination and technical support to the MPO. This LRTP focused on aligning the transportation planning effort to address the FAST Act requirements and consolidated the planning tools for the two counties. Project Cost: \$440K

Heartland Regional TPO Congestion Management Process, Bartow, FL — Project Planner. Kimley-Horn served as the lead consultant on the first Congestion Management Process (CMP) for the Heartland Regional TPO, a new six-county MPO in Florida. The project developed the CMP process, updated the adopted LRTP to meet FAST Act standards, established the CMP network, and conducted corridor evaluations, laying the groundwork for future CMP projects. Project Cost: \$100K

Pasco MPO 2050 LRTP Public Involvement Plan Development and Implementation, Pasco County, FL — Project Planner. Kimley-Horn supported the Pasco County MPO in developing and implementing the 2050 Long Range Transportation Plan (LRTP), including socioeconomic forecasting and a robust public involvement process that reached over 1,100 participants, with special outreach to underserved groups. The project featured a refreshed regional prioritization system, updated goals, and alignment with federal planning factors, resulting in a more practical and achievable transportation plan. Project Cost: \$100K



James Taylor, PE

TITLE: CIVIL ENGINEER, VICE PRESIDENT

PROJECT ASSIGNMENT: SHORT AND LONG RANGE PLANNING/DATA AND ANALYSIS

PROFESSIONAL CREDENTIALS

- Master, Civil Engineering, University of Central Florida
- Bachelor, Civil Engineering, University of South Florida
- Professional Engineer in Florida, #69979

SPECIAL QUALIFICATIONS

- Has 19 years of consulting experience in transportation planning and traffic engineering with public and private sector clients
- Has 25 years of engineering project coordination, staff development, performance monitoring, team building, training, and mentoring
- Specializes in transportation planning analysis, traffic operation, travel demand modeling, microsimulation, long range planning, and land entitlement/development process

RELEVANT EXPERIENCE

Lake-Sumter MPO 2045 Long Range Transportation Plan (LRTP) and Congestion Management Process (CMP), Lady Lake, FL—Project Engineer. This plan encompasses major updates to traffic congestion, travel time reliability, and safety aspects. On a broad scale, this plan identifies strategic transportation policy regarding how financial resources will be allocated to implement projects. Both Lake and Sumter Counties are encompassed in this plan, involving a portion of the Florida Department of Transportation (FDOT) Multiuse Corridors of Regional Economic Significance (M-CORE) Northern Turnpike Connector project - a program intended to revitalize rural communities, encourage job creation, and provide regional connectivity. In addition to the 2045 LRTP, we assisted the MPO in getting their 2040 plan into compliance with new FAST Act requirements. Project Cost: \$280K

River to Sea TPO 2045 Long Range Transportation Plan (LRTP), Daytona Beach, FL—Project Engineer. The 2045 Long Range Transportation Plan (LRTP) establishes strategies to create an integrated multimodal transportation system focused on safe and efficient movement of people and goods. It introduces innovative performance measures that prioritize broader transportation outcomes over traditional road congestion. The LRTP addresses social, economic, environmental, safety, and mobility factors through its defined goals and objectives, assesses future transportation needs, and ensures a financially feasible approach by weighing costs against anticipated funding. The plan was formally adopted in September 2020. Project Cost: \$317K

City of Ocoee Transportation Planning Consulting Services, Ocoee, FL—Project Manager. Provided ongoing transportation planning consulting services for the City of Ocoee, including updating the Mobility Element and DIA, establishing traffic impact analysis and concurrency management systems, reviewing development traffic studies, representing the City at meetings and hearings, and conducting roadway capacity and safety analyses. Additional work involved managing traffic data collection, creating GIS tools for traffic and multimodal data, and leading a corridor study to improve signal timings and enhance safety on Clarke Road. Project Cost: Varies by task; Ongoing, \$60K to date

MetroPlan Orlando 2040 Long Range Transportation Plan Update, Orlando, FL—Project Engineer. Kimley-Horn, serving as a key subconsultant, contributed to the 2040 Long Range Transportation Plan update by preparing sections on Financial Resources, Congestion Management Process (CMP), and the Bicycle and Pedestrian Plan. Their work included developing performance measures, collaborating with MPO committees, analyzing data, identifying congested areas and crash sites, and outlining strategies to manage congestion. In addition, they conducted data analysis and public involvement for bicycle and pedestrian facilities, identified improvement opportunities, prioritized enhancements, and estimated costs, ultimately producing a prioritized list of bike lanes, sidewalks, and trails. Project Cost: \$45K



Gary Nadeau, PE

TITLE: CIVIL ENGINEER, SENIOR VICE PRESIDENT

PROJECT ASSIGNMENT: CORRIDOR PLANNING/SPECIAL STUDIES

PROFESSIONAL CREDENTIALS

- Master, Civil Engineering, California State University, Long Beach
- Bachelor, Civil Engineering, University of Hartford
- Professional Engineer in Florida, #49629
- American Society of Civil Engineers (ASCE)
- Florida Institute of Consulting Engineers (FICE)
- Florida Engineering Society (FES)
- American Public Works Association (APWA)

SPECIAL QUALIFICATIONS

- 35 years in transportation, structural, construction, hydraulic, and traffic engineering
- FDOT-certified in maintenance of traffic; designs efficient MOT plans for all traffic modes
- Expert in freeway/expressway design, bridge/highway/street drainage, traffic control, right-of-way, construction observation, and project management

RELEVANT EXPERIENCE

SR 659 (Combee Road) PDE Study from US 98 to North Crystal Lake Drive, FDOT District One, Lakeland, FL—Project Engineer. The PDE study for Combee Road focused on developing design alternatives to enhance pedestrian and bicycle accommodations, improve transit facilities, and optimize vehicle access. The assessment considered social, economic, cultural, natural, and physical impacts to meet FDOT requirements. The recommended improvements include reconstructing the 1.4-mile corridor with a two-way left turn lane, travel lanes in each direction, sidewalks on both sides, and roundabouts at Maine Avenue and Skyview Drive. Location and design concept acceptance was achieved in September 2022. Project Cost: \$1.3M

US 41 at Gulfstream Avenue Roundabout PD&E Study and Final Design, FDOT District One, Sarasota, FL—Project Manager. Kimley-Horn managed the PD&E phase for a state-designated SWAT project, which involved reconstructing an intersection into Florida's first partial 3-lane roundabout. The project featured pedestrian signals, lighting, landscaping, and drainage upgrades. Overlapping PD&E and design tasks helped accelerate the schedule. Key focuses included public involvement and improvements for multi-modal transportation, pedestrian safety, and roundabout efficiency in a constrained urban environment. Project Cost: \$2.4M

Modern Roundabout Improvement Design for Ringling Boulevard and Pine Place, FDOT District One, Sarasota, FL—Principal-in-Charge. Kimley-Horn was contracted by the City of Sarasota to provide conceptual and final design services, including construction documents, for a modern single-lane roundabout at Ringling Boulevard and Pine Place. The project replaces a signalized intersection and will be built under a Local Agency Program (LAP) agreement with FDOT. Key design tasks included stormwater facility review, utility coordination and adjustments, signing and pavement marking, roadway lighting, temporary traffic control, and environmental permitting. Project Cost: \$302K

Sumter Boulevard Improvements, Phases II and III, North Port, FL—Project Engineer. Kimley-Horn served as engineering consultant for expanding the two-lane roadway to four lanes from US 41 Tamiami Trail to Heron Creek Boulevard. Work included widening, signalization, bridge design, enhanced bike/pedestrian features, stormwater management, utility relocation, and intersection upgrades. The team held public meetings, considered community input, and advanced design and permitting after city approval. Project Cost: \$1.3M

Modern Roundabout Improvement Design for Ringling Boulevard and Pineapple Avenue, Sarasota, FL—Project Manager. Kimley-Horn delivered design services for a modern roundabout at Ringling Boulevard and Pineapple Avenue in Sarasota. The project advanced from concept to construction, improving parking and pedestrian access while remaining within the existing right-of-way. Sustainable features included bioswales, pervious pavements, and native landscaping. The team addressed stormwater management, community input, permitting, and construction support. Project Cost: \$190K

Planning Services

RFP No. 25-687

for the Polk Transportation Planning Organization (TPO)



Joe Crozier, AICP

TITLE: PLANNING PROFESSIONAL, ASSOCIATE

PROJECT ASSIGNMENT: SPECIAL STUDIES

PROFESSIONAL CREDENTIALS

- Master of Science, Urban and Regional Planning, Florida State University
- Bachelors, Environmental Geography, Florida State University
- American Institute of Certified Planners, #30894
- American Planning Association (APA)
- National Grants Management Association (NGMA)
- Grant Professionals Association (GPA)
- National Governmental Advocacy Committee

SPECIAL QUALIFICATIONS

- Has 11 years of experience, and leads Kimley-Horn's grant funding team, supporting FDOT state and federal initiatives.
- Manages FDOT federal grant process, including project selection, applications, analysis, training, and compliance.
- Developed successful grants for ATCMTD, RAISE, INFRA, and CARS, coordinating with national partners.

RELEVANT EXPERIENCE

Grants Coordination and Technical Support Services, Statewide Planning Consultant, FDOT Central Office of Policy Planning, Statewide, FL

— Project Manager. Kimley-Horn leads FDOT's statewide federal grant program, handling application development, benefit-cost analyses, and coordination efforts. In two years, the team secured nearly \$50 million through 20+ successful grants for projects improving transportation safety and mobility across Florida. Project examples below: Project Cost: \$400K

- I-95 North Freight Exchange (I-95 NFX), FDOT District Two
- Tampa Heights Mobility Corridor, FDOT District Seven
- SMART St. Augustine, FDOT District Two
- I-4 West Central Florida Truck Parking Facility, FDOT District Seven
- Onsite Signal Safety Improvements (OSSI), FDOT Districts Four
- Hatchet Creek Bridge Project, FDOT District Two

FDOT Statewide Community Planning, Tallahassee, FL — Project Manager. Kimley-Horn supported the development of the Resource Guide for Local Interchange Planning to support local governments with planning around interchanges along new or existing limited access or controlled access corridors. This resource can help local governments and other stakeholders to proactively ensure that growth within the vicinity of an interchange is consistent with community values as well as access management and design best practices. Project Cost: \$90.4K

FDOT Office of Policy Planning Consultant Contract, Statewide, FL — Task Manager. Kimley-Horn team providing support to the FDOT Metropolitan Planning and Intergovernmental Program Administrators. Services that have or will be provided include metropolitan planning organization support, federal discretionary grant writing, community planning, resilience studies, transportation and transit planning, fiscal analysis, technical analysis, public outreach, conference organization, and staff training. Project Cost: N/A

FDOT Aviation Office Consultant Contract, Statewide — Project Analyst for the Kimley-Horn team providing continuing aviation consulting for the FDOT Aviation Office. Services that have or will be provided include planning, financial, information technology, environmental, engineering, emergency response, security, and technical analysis and services related to the statewide aviation system and airports and/or spaceports. Project Cost: Varies by task

The Bonita Estero Rail Trail (Bert), Bonita Springs, FL — Project Manager. Kimley-Horn has supported the Bonita Estero Rail Trail (BERT) project through grant funding assistance, conceptual planning, and preliminary engineering. The team also provided landscape architecture, visualization, and graphic design to communicate the trail's vision and benefits. Additionally, Kimley-Horn led community engagement efforts to build strong local support and advance project milestones. Project Cost: \$72K



Hanna Shaffer, AICP, CNU-A

TITLE: PLANNING PROFESSIONAL

PROJECT ASSIGNMENT: SPECIAL STUDIES/PUBLIC ENGAGEMENT

PROFESSIONAL CREDENTIALS

- Master, Urban and Regional Planning, University of South Florida
- Bachelor, Architecture, University of Minnesota-Twin Cities
- American Institute of Certified Planners, #33655
- American Planning Association (APA)
- Congress for New Urbanism (CNU)

SPECIAL QUALIFICATIONS

- Brings nine years of hands-on experience and extensive knowledge across urban planning, transportation safety, and effective graphic representation for public engagement.
- Expert in complete streets and multimodal transportation planning, dedicated to designing safer and more connected communities.
- Highly skilled in neighborhood and district planning, context-sensitive urban design, and the application of form-based codes.

RELEVANT EXPERIENCE

Lealman Mobility and Complete Street Plan (Linking Lealman Action Plan), Pinellas County, FL—Project Planner. Kimley-Horn was retained by Pinellas County to create the Linking Lealman Action Plan, aimed at encouraging mobility in Lealman through complete street and context-sensitive improvements. The plan provided a roadmap for mobility and complete street improvements to be programmed as part of the Pinellas County CIP. The goal was to establish a continuous network of streets, sidewalks, bike lanes, trails, and upgraded pedestrian and transit amenities. Project Cost: \$190K

Union Central District Plan (34th Street and Central Avenue Town Center Plan), St. Petersburg, FL—Project Planner. Kimley-Horn was selected by the City to develop a 34th Street and Central Avenue Town Center plan. The study aimed to revitalize the area and encourage high-quality investment. The plan provided recommendations addressing land use, zoning, urban design, transportation, streetscape, economic development, and marketing/branding, along with corresponding implementation strategies. The planning effort included robust public engagement with six neighborhoods and several other districts. Project Cost: \$195K

Collins Street Complete Street Improvements, Plant City, FL—Project Planner. Kimley-Horn was hired by Plant City to design the Collins Street Complete Street Improvements Project, transforming a four-lane corridor into a walkable, bike-friendly street for midtown redevelopment. The redesign featured two lanes, buffered bike lanes, on-street parking, landscaped pedestrian areas, decorative lighting, traffic signal upgrades, and underground utility relocation. Services included traffic data collection, concept alternatives, roadway and drainage plans, and public presentations. Project Cost: \$278k

Pinellas Gateway/Mid-County Area Master Plan, Pinellas County, FL—Project Planner. Kimley-Horn is providing civil engineering services to Forward Pinellas for the development of a master plan to support economic growth in the Pinellas Gateway/Mid-County area. The multimodal transportation piece includes mapping existing pedestrian, bicycle, transit, and vehicular circulation conditions, coordinating with FDOT, and conducting a land use and environmental inventory. The civil engineering portion includes infrastructure planning for regional stormwater management. Project Cost: \$84K

Clearwater Citywide Complete Streets Implementation Plan, Clearwater, FL—Project Planner. The City of Clearwater selected Kimley-Horn to develop a Citywide Complete Streets Implementation Plan to establish a street network that encourages mobility. The plan was prepared concurrently with the Drew Street Complete Streets Concept Plan. It included defining complete street guiding principles, developing a GIS database/facilities inventory, documenting existing challenges, conducting public outreach, identifying context classifications and street typologies, and providing recommendations for project prioritization, delivery framework, and evaluation criteria. An Action Plan for Implementation was also provided. Project Cost: \$125K

Planning Services

RFP No. 25-687

for the Polk Transportation Planning Organization (TPO)



Caroline Fraser, PE, RSP1

TITLE: CIVIL ENGINEER, ASSOCIATE

PROJECT ASSIGNMENT: SPECIAL STUDIES

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, University of South Florida
- Road Safety Professional, #1207
- Professional Engineer in Florida, #92764
- Institute of Transportation Engineers (ITE)
- Women's Transportation Seminar (WTS)

SPECIAL QUALIFICATIONS

- Caroline has nine years is an experienced civil engineer specializing in transit and traffic studies, community redevelopment, and multimodal corridor projects.
- Skilled in GIS for mapping and analysis, as well as Synchro for traffic simulation and data editing.
- Strong background in public engagement, including leading workshops, stakeholder meetings, and project evaluations.

RELEVANT EXPERIENCE

Hernando/Citrus MPO Congestion Management Process, Crystal River, FL—Project Engineer. Supported the Hernando/Citrus Metropolitan Planning Organization (MPO) in updating the Congestion Management Process (CMP) for Crystal River, FL. Responsibilities included evaluating congestion and mobility concerns, updating policy and procedures to incorporate Citrus County and complete streets, and ensuring alignment with current federal and state requirements. Led efforts in stakeholder outreach, data collection, multimodal and traffic circulation analysis, and the development and presentation of recommendations addressing congestion, safety, and traffic issues identified by the MPO Board during the 2040 Long Range Transportation Plan process. Project Cost: \$138K

Hernando/Citrus 2045 Long Range Transportation Plan (LRTP), Brooksville, FL—Project Engineer. Kimley-Horn assisted the Hernando/Citrus Metropolitan Planning Organization (MPO) with their 2045 Long Range Transportation Plan. Preliminary plan development included assisting the MPO with: development of goals, objectives, performance measures, and performance targets; development of multimodal transportation database; and regional coordination and technical support to the MPO. This LRTP focused on aligning the transportation planning effort to address the FAST Act requirements and consolidated the planning tools for the two counties. Project Cost: \$440K

Sarasota/Manatee MPO US 41 Transit Choices Study, Sarasota and Manatee Counties, FL—Project Engineer. The US 41 Transit Choices Study resulted in the first effort to implement Transit Signal Priority system in Manatee and Sarasota Counties. The initial purpose of the project was to identify technology and capital projects that will improve the speed, efficiency, and reliability of fixed-route public transportation services operating within the US 41 corridor between Downtown Sarasota and Downtown Bradenton. The work required an educational effort on bus priority treatments and building buy-in and consensus among multiple agency partners from across the region. Those partners included two transit agencies, two County governments, their respective traffic management staff, several city municipalities, and FDOT District 1 staff. Specifically, the result of the work resulted in funding for development of a concept of operations for a TSP pilot project, with potential full funding of the TSP operations throughout the study corridor. Project Cost: N/A

Hillsborough County Unsignalized Intersection Safety Program, Hillsborough County, FL—Project Manager. Kimley-Horn as part of the Transportation Safety on-call contract, provided concept design services for over 30 unsignalized intersections throughout Hillsborough County to improve safety for all road users, particularly pedestrians and bicyclists. Improvements included crosswalks, high emphasis markings, signage, straightening out crooked crosswalks, and 'quick curb' access improvements in the intersections to direct traffic and prevent certain movements based on crash history. Project Cost: \$184K



Stephen Stansbery, AICP, CNU-A

TITLE: PROFESSIONAL PLANNER, VICE PRESIDENT

PROJECT ASSIGNMENT: SHORT AND LONG RANGE PLANNING

PROFESSIONAL CREDENTIALS

- Master, City and Regional Planning, Ohio State University
- Bachelor, Social Science, Florida State University
- American Institute of Certified Planners, #108001
- Institute of Transportation Engineers (ITE)
- Congress for New Urbanism (CNU)
- American Planning Association (APA)

SPECIAL QUALIFICATIONS

- Stephen with 31 years of experience, leads Kimley-Horn's national mobility planning practice, collaborating with a team to address complex multimodal transportation challenges.
- He specializes in developing comprehensive transportation plans that guide cities toward future-focused mobility investments and strategies.
- His projects use transportation to improve economic growth, health, equity, and affordability

RELEVANT EXPERIENCE

Jacksonville MPO Long-Range Transportation Plan, Jacksonville, NC—Project Manager. Kimley-Horn prepared a comprehensive long-range transportation plan for the Jacksonville Urban Area MPO, encompassing Camp Lejeune and Camp Geiger Marine Corps bases. The plan outlined a 25-year vision through 2030, addressing facility, program, and service needs. Major tasks included reviewing planning requirements, setting goals, assessing current and planned facilities, forecasting socioeconomic trends, identifying deficiencies, analyzing transportation elements and future needs, recommending improvements, developing a financial plan, considering broad planning factors, creating implementation strategies, and engaging the public. Project Cost: \$200K

Capital Region Transportation Planning Agency (CRTPA), Connections 2040 Regional Mobility Plan and StarMetro Transit Development Plan, Tallahassee, FL—Project Manager. The Capital Region Transportation Planning Agency (CRTPA) engaged Kimley-Horn to develop the Connections 2040 Regional Mobility Plan and the StarMetro Transit Development Plan for Tallahassee's four-county region. These plans addressed multimodal transportation needs in relation to anticipated economic growth and land use, incorporating provisions for all travel modes. A diagnostic review of previous planning successes and failures informed a more adaptable strategy, featuring a bottom-up outreach approach with intensive collaboration among local staff, policymakers, and the Policy Board. This process led to prioritized, locally-driven recommendations supported by state and federal agencies. The StarMetro plan, conducted alongside the mobility plan, provided a 10-year outlook for transit service, enabling consideration of long-term solutions like bus rapid transit. Project Cost: \$900K

Charlotte Transportation Planning Services 2055 Metropolitan Transportation Plan - CRTPO MTP, Charlotte, NC—Principal-In-Charge. Kimley-Horn was selected to assist Charlotte Regional Transportation Planning Organization (CRTPO) with the creation of their fiscally constrained MTP. The plan includes a multimodal program designed to address congestion and transportation needs over a 25-year planning period. The MTP is using a two-tiered project prioritization system, featuring an initial project screening followed by a more in depth prioritization. This MTP cycle features the first time that intersection and interchange projects are included within the prioritization effort. Complementary criteria have been developed for these project types to leverage available data and score them on par with corridor projects. Project Cost: \$1.4M

City of Raleigh Downtown Mobility Study, Raleigh, North Carolina—Project Manager. The Raleigh Downtown Mobility Study updates the 2019 Downtown Transportation Plan by providing a community-driven approach that balances the needs of various stakeholders. The strategy adds travel options, improves connectivity and safety, and addresses conflicts in transportation elements. Kimley-Horn offers policy guidance to support implementation and enhance safety across all modes. The plan directs future investments to boost transit, rail, and overall downtown vibrancy and quality of life. Project Cost: Ongoing; \$500K to date



Stewart Robertson, PE

TITLE: CIVIL ENGINEER, SENIOR VICE PRESIDENT

PROJECT ASSIGNMENT: SHORT AND LONG RANGE PLANNING/CORRIDOR PLANNING/SPECIAL STUDIES/TRANSIT PLANNING/TECHNOLOGY

PROFESSIONAL CREDENTIALS

- Master, Civil Engineering, University of Kentucky
- Bachelor, Civil Engineering, University of Kentucky
- Professional Engineer in Florida, #63939
- National Society of Professional Engineers (NSPE)
- Institute of Transportation Engineers (ITE)
- American Society of Civil Engineers (ASCE)
- Association of Pedestrian and Bicycle Professionals

SPECIAL QUALIFICATIONS

- 25 years of experience in multimodal transportation planning and engineering, emphasizing Complete Streets and bicycle/pedestrian safety.
- Expert in MPO planning, transit and Complete Streets design, master planning, intersection safety analysis, walkability, bicycle networks, and GIS.
- Frequent presenter on Complete Streets at major conferences such as FSITE, Safe Streets Summit, and ThinkBike Miami.

RELEVANT EXPERIENCE

Palm Beach TPA 2050 Long Range Transportation Plan Update, Palm Beach County, FL—Project Manager. Kimley-Horn supported the Palm Beach Transportation Planning Agency in updating its 2050 Long Range Transportation Plan, a 25-year plan that guides transportation investments across Palm Beach County. Building on the adopted 2045 LRTP, the update addressed changing transportation needs and was coordinated with the Southeast Florida Transportation Council's 2050 Regional Transportation Plan to support plan adoption and policy decisions. Project Cost: \$750K

St. Lucie TPO 2045 Long Range Transportation Plan Update, St. Lucie County, FL—Project planner for an update to their adopted 2045 LRTP. Our team is identifying a list of cost feasible transportation improvements for the 2045 horizon year using a previously developed preferred land use scenario and associated future year socioeconomic data sets. Other tasks include leading a public participation process, preparing presentation graphics and GIS maps, refining the TPO's priority project selection methodology, and projecting financial revenues and expenditures. Project Cost: \$308K

Palm Beach TPA US 1 Multimodal Corridor Study, West Palm Beach, FL—Project Manager. The purpose of this study is to develop a comprehensive plan to implement continuous multimodal facilities that connect communities along the corridor, including upgrading the existing limited stop service to Corridor-Based Bus Rapid Transit (BRT) and expanding this service north of West Palm Beach to Indiantown Road in Jupiter. The study draws on previous initiatives and studies within the US-1 corridor, including the Palm Beach MPO Complete Streets Policy, Palm Tran Transit Development Plan (TDP) Major Update, and FDOT Complete Streets Implementation Plan. Project Cost: \$322K

Miami-Dade TPO 2050 Bicycle/Pedestrian Master Plan, Miami, FL—Project Manager. Kimley-Horn is preparing the Miami-Dade TPO 2050 Bicycle and Pedestrian Plan, which serves as both a standalone plan and the bicycle and pedestrian element of the 2050 LRTP. The plan identifies strategies to improve safety, reduce bicyclist and pedestrian fatalities, increase walking and biking, and better connect non-motorized facilities with transit. Work includes data analysis, public engagement, and development of a long-range needs plan aligned with countywide mobility, safety, and equity goals. Project Cost: \$120K

Palm Beach TPA Complete Streets Design Guidelines, Palm Beach County, FL—Project Manager. Kimley-Horn supported the Palm Beach TPA and the City of Belle Glade in developing Complete Streets improvement recommendations for W Avenue A, including stakeholder engagement through a walk audit, evaluation of multimodal safety and streetscape enhancements, and development of concept-level renderings. The effort included planning-level cost estimates and identification of potential local, state, and federal funding sources, culminating in a Complete Streets Plan and a graphical one-page summary to guide future implementation as funding becomes available. Project Cost: \$140K

Planning Services

RFP No. 25-687

for the Polk Transportation Planning Organization (TPO)



Amber Gartner, PE TITLE: CIVIL ENGINEER, VICE PRESIDENT

PROJECT ASSIGNMENT: SPECIAL STUDIES

Amber brings 19 years of transportation engineering experience, including serving as Team Leader and Project Manager on traffic operational analyses, design traffic and corridor planning studies, and public infrastructure projects such as roadway resurfacing, signal design, and traffic impact studies. She is highly skilled in managing bidding processes and providing construction phase administration assistance, and is proficient at organizing and hosting public meetings to build consensus with both the public and local officials.

RELEVANT EXPERIENCE

- » Lake-Sumter MPO 2023 System Evaluation, Leesburg, FL—Project Manager. Project Cost: \$59K
- » Ocala/Marion County TPO Congestion Management Process Update, Ocala, FL — Project Manager. Project Cost: \$80K
- » Ocala/Marion County TPO 2035 Bicycle/Pedestrian Master Plan, Ocala, FL—Project Engineer. Project Cost: \$176K

- » Bachelor of Science, Materials Engineering, University of Florida
- » Master of Science, Structural Engineering, University of Florida
- » Professional Engineer in Florida, #72294
- » Florida Engineering Society



Erin Emmons, GISP TITLE: GIS SPECIALIST, ASSOCIATE

PROJECT ASSIGNMENT: TECHNOLOGY

With 16 years in multimodal transportation planning, Erin specializes in GIS and has managed projects involving network development, asset management, and socioeconomic analyses. She has served as project manager and GIS specialist across numerous state and local agency projects, leading the creation of web and mobile GIS applications for planning and public engagement.

RELEVANT EXPERIENCE

- » Polk TPO General Planning Consultant, Polk County, FL—GIS Specialist. Project Cost: Varies by task
- » Palm Beach TPA General Planning Consultant, Palm Beach County, FL—GIS Specialist. Project Cost: Varies by task
- » Moving Martin Forward, Martin MPO 2040 Long Range Transportation Plan (LRTP), Martin County, FL—Task Manager. Project Cost: \$315K

- » Graduate Certificate, Geographic Information Science, University of West Florida
- » Bachelor of Science, Urban and Regional Planning, Florida Atlantic University
- » Geographic Information Systems Professional, #66559



Mike Vaudo, AICP TITLE: PROFESSIONAL PLANNER

PROJECT ASSIGNMENT: SHORT AND LONG RANGE PLANNING/CORRIDOR PLANNING/DATA AND ANALYSIS/SPECIAL STUDIES/PUBLIC ENGAGEMENT

With 12 years of experience, Mike specializes in urban and transportation planning across Florida, partnering with agencies on major projects such as Comprehensive Plans and Long Range Transportation Plans. His marketing background enhances his community engagement and commitment to high-quality planning. He brings extensive experience collaborating with municipalities, MPO/TPOs, FDOT, and various agencies across Florida on a wide range of planning projects and initiatives.

RELEVANT EXPERIENCE

- » Polk TPO, 2050 Long Range Transportation Plan, Bartow, FL — Project Planner. Project Cost: \$150K
- » Regional TSM&O Organizational Strategic Plan, Orlando, FL — Project Manager. Project Cost: \$339K
- » MetroPlan Orlando Vision Zero Action Plans, Osceola County, St. Cloud, and Kissimmee, FL — Project Planner. Project Cost: \$189K

- » Master of Science, Urban and Regional Planning, University of Central Florida
- » Bachelor of Arts, Advertising, University of Central Florida
- » American Institute of Certified Planners, #32988

Planning Services

RFP No. 25-687

for the Polk Transportation Planning Organization (TPO)



Mike Woodward, PE TITLE: CIVIL ENGINEER, VICE PRESIDENT

PROJECT ASSIGNMENT: CORRIDOR PLANNING/SPECIAL STUDIES

With 21 years of experience, Mike is an expert in corridor and arterial studies, bicycle and pedestrian planning, T-intersection design, signal system retiming, and transit facility analysis. He oversees transportation element updates, leads operational and safety assessments, manages impact and mobility fees, designs trails, and prioritizes multimodal projects at various municipal levels. Mike possesses strong technical skills in Highway Capacity Software (HCS), Synchro, SIDRA, MicroStation, AutoCAD, and GIS.

RELEVANT EXPERIENCE

- » Bachelor of Science, Civil Engineering, Michigan State University
- » Professional Engineer in Florida, #70009
- » Institute of Transportation Engineers (ITE)

- » Osceola County Continuing Traffic Engineering Services on a Task Authorization Basis, FL—Project Manager. Project Cost: Varies by task
- » Downtown Kissimmee Corridor Study, Kissimmee, FL—Project Manager. Project Cost: \$275K
- » Osceola County, US 192 Bus Rapid Transit Pre-Project Development Technical Support, Osceola County, FL Project Engineer. Project Cost: \$215K



Clarence Eng, FAICP TITLE: PLANNING PROFESSIONAL, ASSOCIATE

PROJECT ASSIGNMENT: CORRIDOR PLANNING/SPECIAL STUDIES/TRANSIT PLANNING/TECHNOLOGY

Clarence is a nationally recognized leader in multimodal transit and transit-oriented development, bringing 35 years of experience guiding award-winning projects and major federal initiatives across the United States. A Fellow of the American Institute of Certified Planners, he is highly regarded for his expertise in NEPA and PD&E regulations, integrated transit system planning, and innovative public engagement strategies. Clarence is a frequent national conference speaker, a certified charrette leader, and has contributed his expertise on numerous Urban Land Institute advisory panels. He remains actively engaged in the professional community through involvement with the American Planning Association (APA), the Congress for the New Urbanism (CNU), and the Urban Land Institute (ULI).

RELEVANT EXPERIENCE

- » Master, Landscape Architecture, University of Southern California
- » Master, Planning, University of Southern California
- » Bachelor, Landscape Architecture, University of Montreal
- » American Institute of Certified Planners, #015595

- » Pinellas Suncoast Transit Authority Sunrunner Rising Development Study, St. Petersburg, FL—Team Member. Project Cost: \$1.4M
- » Tampa Streetcar Extension and Modernization Feasibility Study and Project Development, Tampa, FL—Project Manager. Project Cost: \$845.9K
- » Sun City Center Pedestrian Mobility Study, Hillsborough County, FL—Project Manager. Project Cost: \$196K



Kayla Ware TITLE: GIS ANALYST

PROJECT ASSIGNMENT: DATA AND ANALYSIS

Kayla is a GIS analyst with three years of experience, supporting a variety of clients such as cities and towns across Florida. She has worked with local governments on vulnerability assessments, mapping projects, socioeconomic forecasts, safety screenings, zoning analyses, and Vision Zero action plans. Kayla is skilled in ArcGIS, StoryMaps, SQL, and R, enhancing her ability to deliver comprehensive data analyses and GIS solutions.

RELEVANT EXPERIENCE

- » Bachelor of Science, Geography, University of South Florida

- » Polk TPO, 2050 Long Range Transportation Plan, Bartow, FL—GIS analyst. Project Cost: \$150K
- » City of Safety Harbor GIS Support, Safety Harbor, FL—GIS analyst. Project Cost: \$50K
- » DTPW Countywide Transportation Master Plan, Miami, FL—GIS analyst. Project Cost: \$1.2M

Planning Services

RFP No. 25-687

for the Polk Transportation Planning Organization (TPO)



Jill Capelli, PE TITLE: CIVIL ENGINEER, SENIOR VICE PRESIDENT

PROJECT ASSIGNMENT: CORRIDOR PLANNING/SPECIAL STUDIES

Jill is a senior civil engineer with 25 years of experience in traffic engineering and transportation modeling. She specializes in designing and implementing complex transportation systems, including multimodal simulations and advanced communications networks, and has led major projects at airports, supporting safer, more efficient travel for passengers and vehicles. Her leadership and technical insight have made her a trusted expert in advancing transportation solutions for large-scale infrastructure projects.

RELEVANT EXPERIENCE

- » Capital Region Transportation Planning Agency (CRTPA), Connections 2040 Regional Mobility Plan and StarMetro Transit Development Plan, Tallahassee, FL—Project Engineer. Project Cost: \$975K
- » Miami-Dade TPO General Planning Consultant (GPC I-V) Contracts, Miami-Dade County, FL—Deputy Project Manager. Project Cost: Varies by task
- » Broward MPO General Planning Consultant TWO 24 Fort Lauderdale Roadway-Railroad Underpass Feasibility Study, Fort Lauderdale, FL—Project Engineer. Project Cost: \$1.6M

- » Masters, Civil Engineering, University of Kentucky
- » Bachelor, Civil Engineering, United States Coast Guard Academy
- » Professional Engineer in Florida, #62365



Chris Niforatos, PE TITLE: CIVIL ENGINEER, ASSOCIATE

PROJECT ASSIGNMENT: SHORT AND LONG RANGE PLANNING/SPECIAL STUDIES/

Chris leads Kimley-Horn's national resilience practice, drawing on more than 31 years of expertise in resiliency planning, numerical modeling, asset management, and risk-based strategies. He specializes in inundation modeling, vulnerability analysis, and climate adaptation for coastal communities, supported by deep experience in developing practical, data-driven resilience solutions. Chris is actively involved in professional organizations including APWA, ASCE, the Florida Engineering Society, and the American Water Resources Association, and is also a Certified Professional in Erosion and Sediment Control with FDEP.

RELEVANT EXPERIENCE

- » Peer Review of the Dunedin Watershed Management Program, Dunedin, FL—Project Manager. Project Cost: \$25K
- » McKay Creek Watershed Management Plan: Model Update, Alternative Analysis, and Feasibility Study, Pinellas County, FL—Project Manager. Project Cost: \$560K
- » Preliminary Vulnerability Analysis, Venice, FL—Project Manager. Project Cost: \$84K

- » Masters, Environmental Engineering, University of South Florida
- » Masters, Business Administration, University of South Florida
- » Bachelor, Civil Engineering, Clarkson University
- » Professional Engineer in Florida, #56881



Ian Rairden, PE TITLE: CIVIL ENGINEER, ASSOCIATE

PROJECT ASSIGNMENT: DATA AND ANALYSIS

Ian brings 21 years of expertise in traffic operations and transit modeling, proficient with HCS, SIDRA, Synchro, STOPS, and regional planning models including SERPM, TCRPM, and NERPM under the FSUTMS framework. His experience spans both public and private projects, and he has led key traffic tasks for major interchange master plans in Palm Beach and Broward Counties.

RELEVANT EXPERIENCE

- » Indian River County 2045 Long Range Transportation Plan Update, Indian River County, FL—Project Engineer. Project Cost: \$209K
- » Treasure Coast 2040 Regional Long Range Transportation Plan, Martin County, FL—Project Engineer. Project Cost: \$60K
- » Moving Martin Forward, Martin MPO 2040 Long Range Transportation Plan (LRTP), Martin County, FL—Project Engineer. Project Cost: \$315K

- » Masters, Transportation Engineering, University of Florida
- » Bachelor, Civil Engineering, University of Florida
- » Professional Engineer in Florida, #69224

Planning Services

RFP No. 25-687

for the Polk Transportation Planning Organization (TPO)



Kelley Klepper, AICP TITLE: PROFESSIONAL PLANNER, VICE PRESIDENT

PROJECT ASSIGNMENT: SHORT AND LONG RANGE PLANNING/CORRIDOR PLANNING

With 33 years of experience, Kelley is a seasoned planning professional recognized for his expertise in development projects, land use and comprehensive planning, public policy, funding, and code development. He has successfully led public meetings and collaborative planning efforts with government agencies and is an active member of both APA and FPZA. Kelley's broad experience also includes preparing and implementing form-based codes, updating zoning ordinances, and developing strategies for urban growth management across the Southeast.

RELEVANT EXPERIENCE

- » Masters, Urban Planning, East Tennessee State University
- » Bachelor, Psychology, East Tennessee State University
- » American Institute of Certified Planners, #014572

- » City of Venice, Comprehensive Plan, Venice, FL—Project Manager. Project Cost: \$260K
- » Manatee County Airport Land Use and Zoning Code Update, Bradenton, FL—Project Manager. Project Cost: \$40K
- » City of Oak Hill, General Planning On-Call Services, Oak Hill, FL—Project Manager. Project Cost: Varies by task



Macy Falcon, AICP TITLE: PROFESSIONAL PLANNER, ASSOCIATE

PROJECT ASSIGNMENT: SHORT AND LONG RANGE PLANNING/SPECIAL STUDIES

With ten years of planning experience, Macy specializes in data management, technical analysis, grant writing and management, floodplain management, and resiliency planning. She has guided Florida counties through the full grant process to secure federal funding for flood risk mitigation and has served as an analyst for vulnerability assessments and comprehensive benefit-cost analyses for metropolitan federal grant projects.

RELEVANT EXPERIENCE

- » Masters, Urban and Regional Planning, Florida State University
- » Bachelor, Environmental Geography, Florida State University
- » American Institute of Certified Planners in Florida, #31549

- » Sarasota-Manatee Metropolitan Planning Organization Long-Range Transportation Plan Resiliency/Vulnerability Assessment, Sarasota, FL—Project Planner. Project Cost: \$250K
- » Polk TPO Resilience and Carbon Reduction Plans, Polk County, FL—Project Manager. Project Cost: \$200K
- » Local Government Resource Guide, FDOT Office of Policy Planning, FDOT Central Office—Project Planner. Project Cost: \$90K



Michael Garau, PE TITLE: CIVIL ENGINEER, VICE PRESIDENT

PROJECT ASSIGNMENT: CORRIDOR PLANNING/SPECIAL STUDIES/PUBLIC ENGAGEMENT

Michael brings 24 years of experience in transportation projects, specializing in Project Development & Environment (PD&E) studies, design plan preparation, and managing large multi-disciplinary teams with an emphasis on schedule, quality control, and budget. He has authored numerous technical documents, delivered presentations to diverse audiences such as agency staff and government bodies, and has served as a trainer for the FDOT Public Involvement Course since 2013.

RELEVANT EXPERIENCE

- » Masters, Civil Engineering, University of Florida
- » Bachelor, Civil Engineering, University of Florida
- » Professional Engineer in Florida, #60715

- » Florida's Turnpike Enterprise Poinciana Parkway Extension PD&E Study, Kissimmee, FL —Project Engineer. Project Cost: \$2M
- » US 41 at Gulfstream Avenue Roundabout PDE Study and Final Design, FDOT District One, Sarasota, FL—Project Manager. Project Cost: \$2.3M
- » East Selmon Expressway PDE Study, Tampa Hillsborough Expressway Authority, Tampa, FL—Project Manager. Project Cost: \$5.3M

Planning Services

for the Polk Transportation Planning Organization (TPO)

RFP No. 25-687



Tim Padgett, PE TITLE: CIVIL ENGINEER, ASSOCIATE

PROJECT ASSIGNMENT: SHORT AND LONG RANGE PLANNING/SPECIAL STUDIES/DATA ANALYSIS

Tim is a senior leader in Kimley-Horn's travel forecasting group in Raleigh, NC. His practice is focused on travel demand forecasting using models, innovative tools, data analytics and non-traditional thinking to support planning efforts across the country. He focuses on how models can be used to answer the big questions for a region and recognizes that the best answers often involve combining methods and tools. Tim has over 30 years of experience, including time with Kimley-Horn as well as the North Carolina Department of Transportation. In that time, Tim has worked on modeling and forecasting projects in 19 states throughout the country.

RELEVANT EXPERIENCE

- » Treasure Coast Reg. Planning Council, 2035 Treasure Coast Regional Long Range Transportation Plan Martin/St. Lucie, FL—Project Engineer. Project Cost: \$60K
- » City of Goldsboro, 2050 Metropolitan Transportation Plan (MTP) & Goldsboro MPO Bicycle, Pedestrian, and Greenway Plan Updates—Project Engineer. Project Cost: \$150K
- » Greenville County, Greenville County Travel Demand Modeling and Long Range Transportation Plan Development (GPATS), Greenville County, SC—Project Engineer. Project Cost: \$461K

- » Master, Transportation Engineering, North Carolina State University
- » Bachelor, Civil Engineering, North Carolina State University
- » Transportation Research Board (TRB)
- » Professional Engineer in Florida, #024881



Jonathan Whitehurst, AICP TITLE: PROFESSIONAL PLANNER, ASSOCIATE

PROJECT ASSIGNMENT: SHORT AND LONG RANGE PLANNING/CORRIDOR PLANNING/PUBLIC ENGAGEMENT

With 19 years of experience, Jonathan specializes in land use and transportation planning, contributing to corridor studies, LRTPs, and active transportation initiatives throughout the Southeast. His work also includes nearly two decades of integrating freight and passenger rail, and he is known for leading innovative community engagement processes that inform local planning decisions.

RELEVANT EXPERIENCE

- » Lake-Sumter MPO 2045 Long Range Transportation Plan (LRTP) and Congestion Management Process (CMP), Lady Lake, FL—Project Planner. Project Cost: \$280K
- » 2045 Goldsboro Urban Area Metropolitan Transportation Plan Goldsboro, NC—Project Planner. Project Cost: \$150K
- » Northeast Polk US 27 Mobility Study, FDOT District One, FL—Project Planner. Project Cost: \$185K

- » Master, Urban and Environmental Planning, University of Virginia
- » Bachelor, Journalism and Mass Communication, University of North Carolina at Chapel Hill
- » American Institute of Certified Planners, #022856



Taylor Filaroski, AICP TITLE: PROFESSIONAL PLANNER

PROJECT ASSIGNMENT: SHORT AND LONG RANGE PLANNING/PUBLIC ENGAGEMENT

Taylor has over nine years of statewide planning experience, specializing in aviation system and economic impact plans, transit studies, and land use analysis. She is proficient in data collection and analysis, including survey work, site visits, and cost estimation. Taylor has led public engagement efforts such as aviation passenger surveys and stakeholder workshops, and recently contributed to aviation planning projects for Tennessee, Florida, and Pennsylvania Departments of Transportation.

RELEVANT EXPERIENCE

- » Lake County Transit Development Plan (TDP), Lake County, FL—Project Planner. Project Cost: \$228K
- » LYNX Transit Development Plan Major Update Orlando, FL—Project Planner. Project Cost: \$315K
- » Polk TPO 2050 Long Range Transportation Plan, Polk County, FL—Project Planner. Project Cost: \$510K

- » Master, Planning, Florida State University
- » Bachelor, Environmental Studies, New College of Florida
- » American Institute of Certified Planners, #31966



Brett Kamm, GISP TITLE: GIS PROFESSIONAL

PROJECT ASSIGNMENT: DATA AND ANALYSIS

Brett brings 11 years of expertise in managing and developing GIS data and systems, specializing in transportation-related projects for municipalities. He has successfully led GIS data collection initiatives and developed customized web and mobile GIS applications, particularly for transportation planning and operations. Brett's extensive experience includes integrating GIS with work order management systems to streamline transportation workflows. In addition to his technical skills, his background in urban planning and his ability to achieve stakeholder consensus make him a valuable contributor to transportation and city planning efforts.

RELEVANT EXPERIENCE

- » Masters, Urban Planning, DePaul University
- » Bachelor, Sociology, DePaul University
- » Geographic Information Systems Professional, #162276

- » Polk TPO 2050 Long Range Transportation Plan, Polk County, FL—GIS specialist. Project Cost: \$510K
- » Sarasota-Manatee Metropolitan Planning Organization Long-Range Transportation Plan Resiliency/Vulnerability Assessment, Sarasota, FL—GIS specialist. Project Cost: \$250K
- » Ocala/Marion Transportation Planning Organization 2050 Long Range Transportation Plan (LRTP), Ocala and Marion Counties, FL—GIS specialist. Project Cost: \$391K



Matthew Hansford TITLE: PLANNING ANALYST

PROJECT ASSIGNMENT: SHORT AND LONG RANGE PLANNING

Matthew is an urban and regional planner with four years of experience and degrees from the University of Georgia and Florida State University. Before joining Kimley-Horn, he contributed to public transit initiatives at StarMetro in Tallahassee, FL, focusing on software implementation, safety guidelines, transit demand modeling, and public engagement.

RELEVANT EXPERIENCE

- » Master, Urban and Regional Planning, Florida State University
- » Bachelor, Geography, University of Georgia

- » Apopka Transportation Planning and Traffic Engineering Continuing Services, Apopka, FL—Project Analyst. Project Cost: Varies by task
- » Capital Region Transportation Planning Agency (CRTPA), Safe Streets and Roads for All Safety Action Plan, Tallahassee, FL—Project Analyst. Project Cost: \$221K
- » Polk TPO 2050 Long Range Transportation Plan, Polk County, FL—Project Analyst. Project Cost: \$510K

Planning Services

for the Polk Transportation Planning Organization (TPO)

RFP No. 25-687



SUBCONSULTANTS

In addition to our exceptionally talented staff, we have teamed with three trusted subconsultants to further enhance our capabilities to serve you on this contract. We are confident that our collaboration will continue to be successful for the needs of the County and Polk TPO.

Zyscovich, A Stratus Team Company

Miami, FL



Zyscovich will provide additional support in the area of transit station concepts and design. Drawing on their specialized expertise in conceptual planning and Transit-Oriented Development (TOD) station architecture, Zyscovich will contribute visionary, context-sensitive solutions that integrate seamlessly with the regional landscape and transit networks. Their goal on this job is to ensure that all station concepts prioritize accessibility, passenger comfort, and economic vitality, while incorporating sustainable practices such as LEED-certified strategies. Supported by seven offices throughout Florida, and a team of over 160 professionals, including 25 LEED-accredited experts. Zyscovich is committed to delivering functional, future-ready, and community-focused rail station designs that align with the needs of the County and Polk TPO.

Quest Corporation of America, Inc. (Quest)

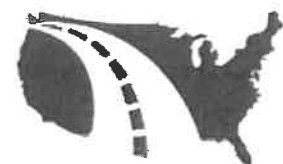
Land O' Lakes, FL



Quest will provide community engagement strategies, support outreach, and develop public involvement plans with key stakeholders. Quest was founded in 1995, is a Disadvantaged Business Enterprise (DBE) and a leading community engagement firm specializing in communications and public outreach for public-sector clients across Florida. With over 140 associates statewide and extensive experience in Polk, Osceola, and Hillsborough counties, Quest offers comprehensive services including public involvement planning, multimedia production, creative design, and innovative technology. The firm has successfully managed hundreds of projects, from long-range transportation plans and feasibility studies to PD&E, design, and construction phases. Quest currently supports FDOT District One's Public Involvement contract and leads engagement strategies for major projects such as the CFX Southport Connector Expressway PD&E Study.

Nationwide Traffic Data, LLC.

Dania Beach, FL



Nationwide Traffic Data

Nationwide Traffic Data, LLC (NTD) is a Florida-based firm certified as a Minority Business through the State of Florida Office of Supplier Diversity and operating out of Broward County. We provide comprehensive, accurate, and responsive traffic data collection and analysis services that support transportation planning and modeling efforts statewide. Our capabilities include traffic volume and classification studies, turning movement and multimodal counts, speed and delay studies, parking occupancy and origin destination surveys, and drone based automated data collection. With a proven track record delivering complex projects across Florida's West and East Coasts and beyond, NTD offers the precision, efficiency, and technical expertise essential for high quality planning support.



32 Years
Experience

EDUCATION

Master of Architecture in Urban Design, University of Miami

Bachelor of Architecture, Universidad Nacional Pedro Henriquez Urena, Santo Domingo, Dominican Republic

Associate in Arts, Miami Dade Community College

AFFILIATIONS

Member of the American Planning Association (APA)

Associate Member of the American Institute of Architects (AIA)

Member of Congress for New Urbanism

Board Member, The Friends of The Underline and The Underline Conservancy Board

Board Member, Transit Alliance Miami

FIU Landscape Architecture Advisory Board and Adjunct Professor

Adjunct Professor, University of Miami's Urban Design and Architecture Studios

Grace Perdomo ASSOC. AIA

DIRECTOR OF TRANSPORTATION AND MOBILITY PLANNING / PLANNING

Grace Perdomo is a trained architect and urban designer, with over 30 years of extensive expertise leading large scale master planning and mixed-use redevelopment projects, transportation and transit-oriented planning and development projects, and all phases of design including facilities assessments for municipal buildings and transit facilities clients across the United States and abroad. Working in the private, public, and non-profit sectors, Grace is skilled at leading and managing the preparation of city-wide master plans, urban redevelopment plans including mixed-uses, housing, retail, civic uses, and public/open spaces, district plans and corridor plans, station area / TOD plans, active transportation plans, streetscape/multi-modal plans and feasibility studies, while managing large multidisciplinary teams. As Zyscovich Director of Transportation + Mobility Planning, Grace brings a unique design perspective and creative solutions to the firm's growing transportation and mobility practice. Notable projects under her direct leadership include the visioning and master planning of the Miami Dade County (MDC) Strategic Miami Area Rapid Transit (SMART) Plan- North-East and Beach Corridors, the Trans Bay Dumbarton Transportation Corridor in Silicon Valley for Facebook, Plenary, and San Mateo and Alameda counties and most recently, work with public transportation entities including FDOT and MDC Department of Transportation and Public Works (DTPW).

RELEVANT EXPERIENCE

- Miami Dade County Department of Transportation and Public Works DTPW Planning & Design Services
- Brightline (All Aboard Florida) Miami Station
- Brightline (All Aboard Florida) Aventura Station
- Brightline (All Aboard Florida) Fort Lauderdale Station
- Brightline (All Aboard Florida) West Palm Beach Station
- Brightline (All Aboard Florida) West Aventura Station
- Pompano Tri-Rail Station
- Miami Dade County TPO Strategic Miami Area Rapid Transit (SMART) Plan for Northeast Corridor and Beach Corridor
- Miami Dade County Metro Rail Station Refurbishment (DTPW Design Manual Vol. 1)
- Miami Beach Neighborhood Greenways Feasibility Study
- Miami Dade County DTPW Station Improvements Strategic Plan - SISP
- Dumbarton Transportation Planning Corridor Study
- Miami Dade County TOD Pilot Program DOT Grant - North Corridor TOD Master Planning
- Hialeah Market Station Transit Oriented Development (TOD) District Master Plan and Design Guidelines
- City of Fort Pierce and Port St Lucie TPO - Master Planning and Station Area / TOD Design for Brightline Station
- Downtown West Palm Beach Master Plan Update 2050
- Lafayette Parish Downtown Plan Framework and Model Nodal Development Plan
- Jacksonville Transportation Authority Mobility Works Corridors



Glenn Blaise CGC, LEED AP

QA/QC - CONSTRUCTION MANAGEMENT

Glenn brings 38 years of professional experience to the team. His wide range of experience has provided Glenn with in-depth knowledge of the development, design, and building processes of transportation facilities. Glenn the necessary leadership and expertise to successfully manage a wide variety of projects from the aviation industry. Glenn will implement quality control procedures and documented findings, contributing to a culture of continuous improvement and client satisfaction.

38 Years
Experience

EDUCATION

Bachelor of Science,
Electrical Engineering
Florida Atlantic University

REGISTRATIONS

Florida Certified General Contractor
#1511001

LEED Accredited Professional

Certified Home Inspector Florida
License HI 6702

Certified Renovator RRP

Environmental Protection Agency
License #154415

AFFILIATIONS

Member, Green Building Certification
Institute; Member

Illuminating Engineering Society

FAC Florida Airports Council

AAAE American Association of
Airport Executives

RELEVANT EXPERIENCE

- Brightline (All Aboard Florida) Miami Station
- Brightline (All Aboard Florida) Aventura Station
- Brightline (All Aboard Florida) Fort Lauderdale Station
- Brightline (All Aboard Florida) West Palm Beach Station
- Brightline (All Aboard Florida) West Aventura Station
- Professional Services for Transit and Public Works Project
- Fontainebleau Aviation Fixed Base Operation (FBO) Hangar at Opa-Locka Executive Airport
- Fort Lauderdale / Hollywood International Airport Terminal 4 New Development
- Greeters Lobby Terminal E-F Modifications at Miami International Airport
- Orlando-Sanford International Airport Real Estate & Land Development Plan



Brightline (All Aboard Florida) Miami Station



Christopher Boyette

PROJECT MANAGER

Chris Boyette, the team's Project Manager, will serve as the primary point of contact with Brightline Trains and will maintain day-to-day oversight and coordination responsibility for the entire Zyscovich Team. Chris has more than fifteen years of design and project management experience including All Aboard Station projects in Downtown Miami, Ft Lauderdale and West Palm Beach, Opa-Locka Airport Fixed Base Operation Hangar, Miami International Airport, Atlanta Hartsfield Airport, the Tocumen International Airport in Panama and has been involved in a variety of Transit Oriented Projects (TOD's) such as The Seventh Avenue Transit Village Mixed-use development and Multimodal Hub as project architect and project manager. His strengths include design and the development of construction documents from the schematic to the construction phase and is highly experienced in serving as a liaison between consultants and clients.

25 Years
Experience

EDUCATION

Bachelor of Science Design, Clemson University

Bachelor of
Architecture,
Florida Atlantic University

Chris has managed all phases of projects from planning and programming to construction supervision. As architectural designer and project manager for our major institutional projects, he has developed a particular expertise in the special requirements of Transportation facilities, including the development of phased development and construction projects.

RELEVANT EXPERIENCE

- Brightline (All Aboard Florida) Master Plan, Entitlements & Architecture
- Brightline (All Aboard Florida) Miami Station
- Brightline (All Aboard Florida) Fort Lauderdale Station
- Brightline (All Aboard Florida) West Palm Beach Station
- Brightline (All Aboard Florida) West Aventura Station
- Brightline (All Aboard Florida) Boca Raton Station
- Florida's Turnpike Service Plaza
- Fontainebleau Aviation Fixed Base Operation Hangar, Opa-Locka Airport
- Seventh Avenue Transit Village Mixed-use Development & Multimodal Hub
- Florida East Coast Industries - Transit Oriented Development



Brightline (All Aboard Florida) West Palm Beach Station



Trent Baughn

RA, AICP, LEED AP

MASTER PLANNER / URBAN PLANNER

Trent Baughn has worked on a variety of urban design, planning, and architectural design projects for both the public and private sectors. He has developed the expertise required to create and maintain close working relationships with governing agencies and is able to transform economic findings into bold and creative design concepts that resonate with stakeholders and community leaders. Trent has worked on numerous transportation planning and design projects including the Dumbarton Transit Corridor, the Downtown Ft. Lauderdale Mobility Hub, and the All Aboard Florida (Brightline) Station and TOD design and the Jacksonville Transportation Authority "Mobility Works" complete streets program.

Many of his projects include zoning analysis, code development and writing, and design guidelines, often involving close coordination with economists. He has developed the expertise required to create and maintain close working relationships with governing municipal agencies.

33 Years
Experience

EDUCATION

Master of Architecture,
University of Florida

Bachelor of Science in Architectural
Engineering Technology, University of
Southern Mississippi

REGISTRATIONS/CERTIFICATIONS

FL Architect License #95131

AICP #019084

LEED Accredited Professional

AFFILIATIONS

Member of the American Planning
Association (APA)

Member of AIA Miami Florida Chapter

AWARDS

Urban Designer of the Year 2010,
American Institute of Architects,
Miami Chapter

RELEVANT EXPERIENCE

- All Aboard Florida Master Planning and Station/TOD Design - Miami, Ft Lauderdale and West Palm Beach
- Brightline (All Aboard Florida) Miami Station
- Brightline (All Aboard Florida) Fort Lauderdale Station
- Brightline (All Aboard Florida) West Palm Beach Station
- Brightline (All Aboard Florida) West Aventura Station
- Brightline (All Aboard Florida) Boca Raton Station
- City of Miami Beach/CMB CRA Continuing Service Contract
- Downtown West Palm Beach Zoning and Master Plan Update
- Midtown Miami Master Plan, Zoning, Architecture, Entertainment Block & Updates
- Miami Beach Convention Center District Redevelopment Plan & Update
- New Orleans (Post Katrina) Neighborhood Redevelopment Plans
- City of Miami OMNI Area Community Redevelopment & Update
- Downtown Hollywood (Young Circle) CRA Master Plan & Update
- Lafayette Parish Downtown Plan Framework and Model Nodal Development Plan
- Tampa Innovation Alliance Master Plan
- City of Jacksonville Vision Plan and Future Land Use Element
- City of Jacksonville Southside Boulevard Corridor Visioning Study
- Cape Coral CRA Visioning and Zoning Master Plan
- Cocoa Beach CRA Downtown Vision and Zoning
- Downtown Hollywood CRA Master Plan
- Hollywood Beach CRA Vision and Zoning Master Plan
- Miami DDA Downtown Master Plan
- Bayfront Park Capital Improvements Plan

Stephanie Claytor

Public Involvement (Bilingual)

Home/Office: Lakeland, FL

(Availability 80%)



Experience – 20 Years

Stephanie Claytor has served as a communications, public relations, marketing, and community outreach professional for nearly 20 years. A Polk County resident for the past decade, Ms. Claytor contributes to the community with her expertise in journalism, media relations, event planning, and social media marketing. A bilingual, multicultural communications professional, Ms. Claytor is a Communications Manager with a proven record of excellence in storytelling, public outreach, and digital communications. Throughout her journalism career, her outreach to underserved communities landed her awards from the NAACP Lakeland Branch, the Tampa Association of Black Journalists and the League of United Latin American Citizens. Ms. Claytor was also named the Florida Associated Press Best Large TV Market Multimedia Reporter in 2019.

RELEVANT PROJECT EXPERIENCE

Polk Transportation Planning Organization (TPO) I-4 Intermodal Passenger Rail Station Feasibility and Planning Study *Bartow, FL (2026)*

Ms. Claytor will assist with public involvement, overseeing the stakeholder list, surveying, webpage creation, public workshop planning and facilitation, media relations, social media marketing, and public involvement documentation of the study. This one-year, \$500,000 project will evaluate the feasibility and location of a regional intermodal station along the I-4 corridor.

Florida Department of Transportation (FDOT) District One, Public Involvement / Communications *Districtwide, Polk County, FL (2025)*

Ms. Claytor provides communications support for FDOT District One's \$1.5 million Public Involvement contract. She assists in developing and implementing communications plans, which entails strategic community outreach, media relations, multimedia deliverables, Spanish translations and social media marketing.

Greater Orlando Aviation Authority, On-Call Public Affairs *Orlando, FL (2025)*

Through Quest's \$30,000 contract with the Greater Orlando Aviation Authority, Ms. Claytor assisted with event coordination, and facilitation of the annual "MCO Means Business" summit, where nearly 2,000 people gathered at the Hilton Orlando for interactive workshops and to learn how to become airport vendors.

Central Florida Expressway Southport Connector Expressway PD&E Study, Public Involvement/Communications *Kissimmee, FL (2025)*

Contributing to Quest's \$5 million Central Florida Expressway (CFX) Five Year Work Plan Public Information contract, Ms. Claytor assisted with the setup and facilitation of the public hearing for the Central Florida Expressway Southport Connector Expressway PD&E Study at Liberty High School. The study explores a proposed toll road that would connect Poinciana to the Florida Turnpike.

PREVIOUS RELEVANT EXPERIENCE

Spectrum Bay News 9, Polk County Bureau Television Reporter *Lakeland, FL (2016 - 2020)*

Stephanie Claytor conducted interviews, captured video and wrote more than a 1,000 news stories related to Polk County while serving as on-camera talent. Ms. Claytor maintained relationships with dozens of Polk County elected officials and municipal leaders. She monitored media coverage and produced news stories in Spanish. She grew her Facebook page following to more than 3,400 people.

EDUCATION

- Syracuse University, Bachelor of Arts, Broadcast Journalism, International Relations, and Spanish

Lori Buck

Public Engagement

Home/Office: Tampa, FL

(Availability 50%)



Experience – 23 Years

Lori Buck is a veteran communications professional with experience in community engagement, public involvement, media relations, and marketing. Ms. Buck has served the Florida Department of Transportation and municipal agencies for more than 23 years on various Planning, Feasibility, PD&E, Design, Construction, Safety, and Design/Build projects. Ms. Buck understands the nuances involved in developing strategic partnerships with agencies and stakeholders, including appointed and elected officials. She is a master at identifying communities and coordinating efforts to gather input. Ms. Buck has coordinated and facilitated dozens of hybrid (in-person/virtual) public meetings/hearings as well as coordinating community conversation events and grass roots efforts. She also has experience with developing WikiMapping (crowdsourcing map) sites, 3D meeting rooms, virtual breakout rooms, and developing and managing in-person and online surveys.

RELEVANT PROJECT EXPERIENCE

Florida Department of Transportation (FDOT) District Seven, Tampa Bay Next, Owners Representative

Citrus, Hernando, Hillsborough, Pasco and Pinellas Counties, FL (2017 – 2024)

Ms. Buck played a key role in community outreach and marketing for the more than \$1.4 billion Tampa Bay Next program, a regional multimodal infrastructure initiative. She coordinated and facilitated public meetings, hearings, small group meetings, and industry forums, as well as community working groups, focus groups, and stakeholder interviews, ensuring broad and inclusive participation. She engaged with neighborhood associations, community leaders, faith-based organizations, and chambers of commerce across five counties. As a community outreach specialist, she organized over 323 presentations, staffed more than 132 community events, and facilitated over 10 public meetings and two public hearings. Ms. Buck also developed surveys, newsletters, fact sheets, social media content, presentations, and collaborated on graphic design for logos, websites, program maps, marketing flyers, and infographics. Additionally, she supported the Tampa Interstate Study Supplemental Environmental Impact Statement for workshops and hearings.

Florida Department of Transportation District One, Bradenton-Palmetto Connector Alternative Corridor Evaluation (ACE) Study Manatee County, FL (2023 – 2024)

Ms. Buck led public involvement efforts for the \$3 million Bradenton-Palmetto Connector Alternative Corridor Evaluation (ACE) study, which explored potential alternatives to connect the cities of Bradenton and Palmetto across the Manatee River. Ms. Buck was responsible for crafting comprehensive outreach communication strategies, coordinating with local municipal agencies, and overseeing the planning and facilitation of stakeholder meetings. She also planned and facilitated in-person and virtual public meetings and a public hearing to ensure community input. She created presentations, collateral materials, and graphics while identifying and staffing community outreach events for in-person engagement. Ms. Buck led this complex and high-visibility project by identifying and engaging key stakeholders, including major employers, neighborhood associations, community leaders, faith-based organizations, and business groups. Ms. Buck prepared and documented responses to public inquiries.

Florida Department of Transportation District One, Districtwide Public Involvement Services

Bartow, FL (2020 – Present)

Ms. Buck manages and supports District One's Districtwide \$1.5 million public involvement services contract. The contract supports District One's Public Involvement team serving 12 counties and includes developing and assisting in executing the District's Communications Plan, supporting press conferences, groundbreaking ceremonies, maintaining swflroads.com, developing the expanded safety and legislative District websites, ribbon cuttings and groundbreaking events, video and drone support, multimedia services, PD&E and design public meetings, and social media. It also includes developing graphics and content for social media.

EDUCATION

- Bachelor of Arts, Communications, University of South Florida

Bernadine Antoine

Public Involvement (Bilingual)

Home/Office: Lakeland, FL

(Availability 100%)

Experience – 4 years

Bernadine Antoine has four years of communications experience, with expertise in community outreach, digital content creation, and strategic messaging. Her background includes leading communications for faith-based and educational organizations, managing social media campaigns, designing newsletters and promotional materials, and collaborating with media teams to execute impactful campaigns. She offers proven strengths in public speaking, writing, editing, and digital design, along with proficiency in Canva, Microsoft Office Suite, and social media management.

RELEVANT PROJECT EXPERIENCE

Central Florida Expressway Southport Connector Expressway PD&E Study, Public Involvement

Kissimmee, FL (2025)

Contributing to Quest's \$5 million Central Florida Expressway (CFX) Five Year Work Plan Public Information contract, Ms. Antoine assisted with the setup and facilitation of the public hearing for the Central Florida Expressway Southport Connector Expressway PD&E Study at Liberty High School. The study explores a proposed toll road that connects Poinciana to the Florida Turnpike and Interstate 4.

Collier County Metropolitan Planning Organization, Public Involvement/Communications

Naples, FL (2025)

Ms. Antoine supported Collier County's Metropolitan Planning Organization's 2050 Long Range Transportation Plan, a \$821,169 two-year contract. Ms. Antoine provided Spanish translations for public engagement through social media.

City of Tampa Water Department, Public Involvement

Tampa, FL (2025)

Ms. Antoine provided direct support on this \$200,000 contract with the City of Tampa Water Department by conducting field surveys focused on residential water usage and infrastructure. This involved engaging with community members to collect accurate data, supporting the department's efforts to assess and enhance water service delivery.

Osceola County, Community Outreach

Kissimmee, FL (2025)

Ms. Antoine provided Spanish interpretation support for the Chalk Away Hate community event to promote inclusive communication. Through this \$5,880 contract with Osceola County, Ms. Antoine's support helped ensure Spanish-speaking participants could fully engage with event activities and messaging.

EDUCATION

Bachelor of Arts in Broadcasting, Southeastern University 2020



Ivan Rodriguez

Multimedia/Video Production

Home/Office: Land O'Lakes, FL

(Availability 50%)



Experience – 7 Years

Ivan Rodriguez is a multimedia creative specialist with significant experience in the video industry. Mr. Rodriguez's overall experience includes but is not limited to; editing, producing, directing, storyboarding, motion graphics, cinematography, photography, set design, lighting, archiving, social media marketing, and community engagement. He is proficient in the Adobe Creative Suite to edit video, photo, and audio. Mr. Rodriguez' desire to rise above the ordinary makes him an outstanding leader for Quest's multimedia production team.

RELEVANT PROJECT EXPERIENCE

Florida Department of Transportation (FDOT) Central Office, Target Zero Aggressive Driver Campaign Video *Bradenton, FL (2023 - Present)*

The Florida Department of Transportation (FDOT) Vital Few initiatives of Improving Safety is supported by the Florida Strategic Highway Safety Plan (SHSP), which provides the framework for Target Zero, a \$799,000 project. As part of the Target Zero initiative, Mr. Rodriguez captured video of a drag racing outreach event at Bradenton Motorsports Park. As part of an aggressive driver campaign video, Mr. Rodriguez conducted interviews about aggressive driving and the importance of racing activities taking place in controlled environments such as the motorsport park. Additionally, he served as voice talent and editor for a Target Zero radio ad.

Miami-Dade Transportation Planning Organization (TPO), General Planning Consultant *Miami-Dade, FL (2023 – Present)*

Serving as a subconsultant to WSP USA, Inc. Quest provides public outreach and communications services for this planning contract on a Task Work Order (TWO) basis. Tasks include an Emerging Tunneling Technologies Analysis; Citizens Advisory Committee Overview Video and a TPO Mascot Animated Safety Video. For Miami-Dade TPO, Mr. Rodriguez served as the creative director and project manager for a committee overview video. His responsibilities during the pre-production process included conceptualizing, script writing, storyboarding, location scouting, ensuring authorization for anticipated drone flights, and scheduling multiple video shoots.

Florida Department of Transportation (FDOT) District Seven, I-4 FRAME *Polk, Hillsborough, Osceola and Orange Counties, FL (2023)*

Interstate 4 Florida's Regional Advanced Mobility Elements (FRAME) is a \$320,000 regional, intercity integrated corridor management (ICM) project running from the Central Business District in Tampa to the southwest side of Orlando at the Florida Turnpike. Mr. Rodriguez served as the creative lead, scriptwriter, storyboard developer, location and talent scout, lead camera operator, editor, animator, voiceover artist, and audio engineer for this I-4 FRAME concept video. He captured both ground and drone video along the I-4 corridor from Tampa to Orlando.

Miami-Dade County Department of Transportation and Public Works, South Dade TransitWay Bus Rapid Transit *Miami-Dade County, FL (2025)*

Quest supports the Miami-Dade County Department of Transportation and Public Works (MDTPW) with the development and implementation of a public engagement and safety awareness plan for the \$21.2 million South Dade TransitWay Bus Rapid Transit (BRT) project. The purpose of the campaign is to educate and increase awareness on the use of South Dade TransitWay Bus Rapid Transit, a 20-mile corridor. Mr. Rodriguez served as director, camera operator, and editor for a Crosswalk Safety video.

Florida Department of Transportation (FDOT) District One, Hurricanes Helene and Milton Response Videos *Manatee County, FL (2024)*

Mr. Rodriguez supported Emergency Hurricane Response. He organized teams and captured videos and photos to be used to document the level of damage and FDOT's response effort. He also edited and produced the informational final video for community outreach. These projects were accomplished through FDOT District One's \$1.5 million Public Involvement contract with Quest.

EDUCATION

- Bachelor of Science, Marketing, Florida Gulf Coast University

Matt Yarosewick

Public and Stakeholder Engagement

Home/Office: Fort Myers, FL

(Availability: 80%)



Experience – 6 years

Matt Yarosewick is a results-driven media and public relations professional with over five years of experience leading community outreach, stakeholder engagement, and marketing initiatives for high-profile public sector and infrastructure projects. As a self-motivated and detail-oriented project manager, he excels in strategic planning, time management, and relationship building, ensuring projects are delivered on schedule, within scope, and to the highest quality standards. Matt is recognized for his adaptability, collaborative leadership, and ability to develop innovative outreach strategies that effectively engage diverse audiences. Holding a degree in Meteorology, he brings a unique understanding of how weather and climate influence community planning, communication, and stakeholder needs. Highly skilled in Microsoft 365, Adobe Creative Suite, Canva, and all major social media platforms, he combines technical proficiency with creative design expertise to produce compelling materials, campaigns, and public engagement tools that consistently exceed expectations.

RELEVANT PROJECT EXPERIENCE

Lee County 2050 Long-Range Transportation Plan

Lee County, FL (2025 – Present)

To support the development of the 2050 Long Range Transportation Plan, Quest assists the prime consultant on a \$36,000 contract to execute a comprehensive public involvement strategy aimed at capturing diverse stakeholders and community input. As project manager, Mr. Yarosewick oversees the coordination of public meetings, including site evaluation, logistics, and materials development to ensure accessibility and effectiveness. His responsibilities include creating project fact sheets, designing workshop sign-in sheets and name tags, setting up comment stations, and managing other critical engagement tools.

Collier County 2050 Long-Range Transportation Plan

Collier County, FL (2025 – Present)

Collier County launched a public engagement initiative to inform the update of its Long-Range Transportation Plan (LRTP), \$821,169 two-year project that aims to gather input from residents, businesses, and key stakeholders. As the project manager of the public engagement initiative, Mr. Yarosewick oversees all aspects of Quest's outreach efforts, including stakeholder coordination, event participation, and campaign execution. He leads the development and implementation of a comprehensive outreach strategy—managing community event involvement, building stakeholder relationships, and driving public awareness through a targeted social media campaign. Under his direction, the campaign promotes an online survey designed to collect meaningful feedback that will shape the County's transportation priorities and future investments.

Florida Department of Transportation, District One, County Line Road PD&E Study

Polk County, FL (2025 – Present)

The Florida Department of Transportation is in the planning stages of developing alternatives to enhance traffic through the intersection of U.S. 92 and County Line Road, where the CSX railroad A-Line crosses. The \$500,000 project seeks to remove all pedestrian and vehicle traffic from the railroad crossing by elevating the intersection at County Line Road. Mr. Yarosewick provided support for public meetings, assisting the prime consultant with crafting workshop and meeting sign in sheets, name tags, and comment stations.

EDUCATION

- Bachelor of Science in Meteorology and Communications, The Pennsylvania State University, 2020



Chris Ward

Graphic Designer

Home/Office: Orlando, FL

(Availability 75%)

Experience – 12 Years

Mr. Ward is a highly creative and talented graphic designer specializing in multimedia design. With exceptional collaborative and interpersonal skills, he is a team player passionate about creating innovative marketing strategies and campaigns and skilled at brand development. He is accustomed to performing in deadline-driven environments and working within budget requirements. Mr. Ward's range of technical expertise includes designing web, print, and advertising deliverables. He also specializes in creating newsletters, flyers, fact sheets, direct-to-mail advertisements, informational and way-finding signage, large format print, logo design, and photography. He is experienced in Adobe suite software including Illustrator, Photoshop, and InDesign, and works in both Apple's OSX + Windows operating systems. Supporting Quest's marketing department, Mr. Ward designs prime pursuit proposals, social media, and other marketing collaterals.

RELEVANT EXPERIENCE

Florida Department of Transportation (FDOT) Central Office, Chief Engineering Consultant Services Target Zero Brand Awareness and Safety Campaigns

Statewide, FL (2024-present)

Mr. Ward develops Tips Tuesday for social media and provides various graphic design support. In support of FDOT Central Office's \$799,000 Target Zero Brand Awareness and Safety Campaign, Quest was tasked to create and execute an overall Target Zero brand awareness campaign to change the behaviors among drivers, bicyclists, and pedestrians that lead to serious or fatal injury crashes. Quest's communications plan focuses on paid, earned, shared, and owned media (PESO). Quest recruited for, coordinated, and facilitated focus groups and collaborated with the University of South Florida's College of Public Health's Center for Urban Transportation Research (CUTR) to analyze results and formulate campaign strategies and content recommendations.

Lee County Metropolitan Planning Organization (MPO) Long Range Transportation Plan

Lee County, FL (2024 – Present)

The Lee County Metropolitan Planning Organization (MPO) conducts a major update for the Long Range Transportation Plan (LRTP) every five years. The purpose of the plan is to identify the transportation improvements that are needed to serve the future population of Lee County through the horizon year of 2050. In support of this plan, Quest provides all public involvement efforts. Mr. Ward developed social media graphics and collateral materials to promote public involvement in the Lee MPO's 2050 LRTP. His designs were used on multiple platforms to reach a broad audience and encourage community feedback during the plan's development.

Collier County Metropolitan Planning Organization (MPO) Long Range Transportation Plan

Collier County, FL (2024 – Present)

The Collier County Metropolitan Planning Organization (MPO) conducts a major update for the Long Range Transportation Plan (LRTP) every five years. The purpose of the plan is to identify the transportation improvements that are needed to serve the future population of Collier County through the horizon year of 2050. In support of this plan, Quest provides all public involvement efforts. Mr. Ward developed a project flyer in support of the LRTP.

Florida Department of Transportation (FDOT) District One, Public Involvement

Charlotte, Collier, De Soto, Glades, Hardee, Hendry, Highlands, Lee, Manatee, Okeechobee, Polk, and Sarasota Counties, FL (2023 – present)

For this \$1.5 million FDOT contract, Mr. Ward provides graphic support for documents on best practices for engagement and communication using the FDOT Compass. He leads the creation of graphics and visual materials for the toolkit, including charts, diagrams, and a PowerPoint presentation that illustrates engagement strategies and recommendations for project managers and public practitioners. The Gulfstream Roundabout project in Sarasota served as the example project, spanning planning, PD&E, design, and construction phases.

EDUCATION

- Bachelor of Arts, Digital Media, University of Central Florida



CONTACT

☎ 305-523-9377
✉ diana@nwtrafficdata.com
🌐 www.nwtrafficdata.com

NEW YORK LOCATION

138-06 78th Rd
Flushing, NY 11367

ORLANDO LOCATION

390 N Orange Ave
Suite 2300
Orlando, FL 32801

FORT LAUDERDALE LOCATION

840 Natures Cove Rd
Dania Beach, FL 33004

EDUCATION

2008
B.S. Business
Mt. San Antonio College

EXPERIENCE

Years with Firm
7 years
Traffic Data Collection
24 years
Project Management
24 years
Schedule Management
24 years



DIANA LEON

President & CEO

PERSONAL PROFILE

Diana is a results-driven, successful individual, with over 24 years of experience in management and customer service in the traffic data collection industry. Strong leadership skills, effective problem solving, and an analytical mindset have been the core of her success in managing projects and providing effective solutions to her customers.

KEY RESPONSIBILITIES

- **Budgeting & Profitability:** Manages project budgets and ensures profitability.
- **Scheduling & Delivery:** Oversees project schedules to ensure timely completion.
- **Client Management:** Maintains strong client relationships and participates in meetings to provide updates and address inquiries.
- **Planning & Strategy:** Coordinates pricing, estimating, scoping, and marketing strategies aligned with client needs.
- **Data Collection:** Schedules and coordinates data collection activities.
- **Design & Analysis:** Reviews reports, maps, plans, and data to support project design and deliverables.
- **Quality Control:** Ensures compliance with quality systems and standards across all projects.

PROJECT EXPERIENCE

AVCON INC PROJECT:

- Polk County Development project | Davenport, Polk County, FL | 2024

KIMLEY HORN PROJECTS:

- Palm Coast Speed Limit Study/Project Nos. 249523000-3 | Palm Coast, Flagler County, FL | 2024-2025
- Hernando County LOS Scope/Project No. 01-046282013 | Hernando County, FL | 2025
- Misc Traffic Study Support FY24-25/Project No. 148130072 | Apollo Beach, Hillsborough County, FL | 2025

BOWMAN CONSULTING GROUP PROJECTS:

- Suncoast Beverage/313968-01-001 | Fort Myers, Lee County, FL | 2024
- Rectangular Rapid Flashing Beacon (RRFB) & Pedestrian Hybrid Beacon (PHB) Compliance Study | Arcadia, Immokalee, Labelle, Okeechobee, District 1, FL | 2025

VALA GROUP PROJECT:

- Exprezo 150 - Lake Placid/Vala Project No. 2024120163 | Lake Placid, Highlands County, FL | 2025

State of Florida Department of State

I certify from the records of this office that ZYSCOVICH, LLC is a limited liability company organized under the laws of the State of Florida, filed on June 6, 2022, effective October 30, 1986.

The document number of this limited liability company is L22000248603.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025, that its most recent annual report was filed on January 10, 2025, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-eighth day of January,
2025*



Secretary of State

Tracking Number: 8406236507CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Fillings/CertificateOfStatus/CertificateAuthentication>



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

March 18, 2025

Jose Murguido, President
ZYSCOVICH, LLC
100 Biscayne Boulevard, 27th Floor
Miami, FL 33132

Dear Mr. Murguido:

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.:

13.5 - Subarea/Corridor Planning
13.6 - Land Planning/Engineering

14.0 - Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. Your firm may pursue projects in the referenced work types with fees estimated at less than \$500,000.00.* This status shall be valid until March 18, 2026, for contracting purposes.

*Limit for FDOT projects only

Should you have any questions, please feel free to contact me by email at marie.castaneda@fdot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Marie Castaneda

Marie Castaneda
Professional Services Qualification Administrator

MC/cbkh



RON DESANTIS
GOVERNOR

Florida Department of Transportation
605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

This Office has completed a review of the audit report information submitted by Quest Corporation of America, Inc. for the period ending December 31, 2024. The rates we have accepted are listed below. This approval allows the Consultant to pursue contracts in excess of the \$500,000 threshold. *This Firm is not a Professional Services Firm as defined by Rule Chapter 14-75.*

REVIEW OF AUDIT REPORT					
CONSULTANT NAME	Quest Corporation of America, Inc.	F/T Ended	12/31/24	Rate Expiration Date	7/1/26
CPA'S NAME	Ferlita, Walsh, Gonzalez & Rodriguez, P.A.	DATE of RECEIPT	3/18/25	AUDIT DATE	2/19/25
REPORT STATUS					
ACCEPTED	REJECTED	OT PREMIUM	Reimb. Actual Expenses		
X		Reimbursed (Excl or Reimb)	NO		
COST BASED RATES					
OVERHEAD		DIRECT EXPENSE		Published Fee Schedule	
Home	Field	Home	* Field	FCCM	
124.08%	108.04%	16.57%	4.39%	0.534%	NO

* Includes No Rent
or Utilities

**** This firm can only be used to perform non-professional services. If your services fall into one of FDOT's standard work types for professional services as defined in Rule 14-75, F.A.C., you must be pre-qualified as a professional services firm. Please reach out to the State Professional Services Engineer or State Procurement Manager for additional questions.**

FID # 59-3335186

Jon Cook
Procurement Office
Florida Department of Transportation
(850) 414-4369
Jon.Cook@dot.state.fl.us



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED M. PERDUE, P.E.
SECRETARY

This Office has completed a review of the self-certification information submitted by Nationwide Traffic Data LLC for the period ending December 31, 2024. The rates we have accepted are listed below. This Firm is not a Professional Services Firm as defined by Rule Chapter 14-75.

REVIEW OF SELF-CERTIFICATION

CONSULTANT NAME	Nationwide Traffic Data LLC	FY Ended	12/31/24	Rate Expiration Date	7/1/25
CPA'S NAME	Self Certification	DATE OF RECEIPT	4/11/24	Cert. DATE	4/11/24

REPORT STATUS

ACCEPTED	REJECTED	OT PREMIUM	Reimb. Actual Expenses
☒	☐	☐ No (If Not Used, Indicate on Form)	☒ YES

COST BASED RATES

OVERHEAD		DIRECT EXPENSE		FCCM	Published Fee Schedule
Item	Field	Item	Field		
170.55%	☐		☐	0.0000%	NO
Capped					

FD # 88-1855877

¹⁴ This form can only be used to perform non-professional services. If your services fall into one of FDOT's standard work types for professional services as defined in Rule 14-75, F.A.C., you must be pre-qualified as a professional services firm. Please reach out to the State Professional Services Engineer or State Procurement Manager for additional questions.

Ian Cook
Procurement Office
Florida Department of Transportation
(850) 414-4359



GREATER ORLANDO
AVIATION AUTHORITY



DADE COUNTY
TRANSPORTATION
AUTHORITY

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE)

Certificate of Eligibility

**NATIONWIDE TRAFFIC DATA LLC
MEETS THE REQUIREMENTS OF 49 CFR, PART 26**

APPROVED NAICS CODES:
488490, 518210, 54614, 541910

Victoria Smith

Equal Opportunity Office, Manager
Florida Department of Transportation



State of Florida Department of State

I certify from the records of this office that NATIONWIDE TRAFFIC DATA, LLC. is a limited liability company organized under the laws of the State of Florida, filed on April 18, 2022.

The document number of this limited liability company is L22000163136.

I further certify that said limited liability company has paid all fees due this office through December 31, 2026, that its most recent annual report was filed on January 6, 2026, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventh day of January, 2026*

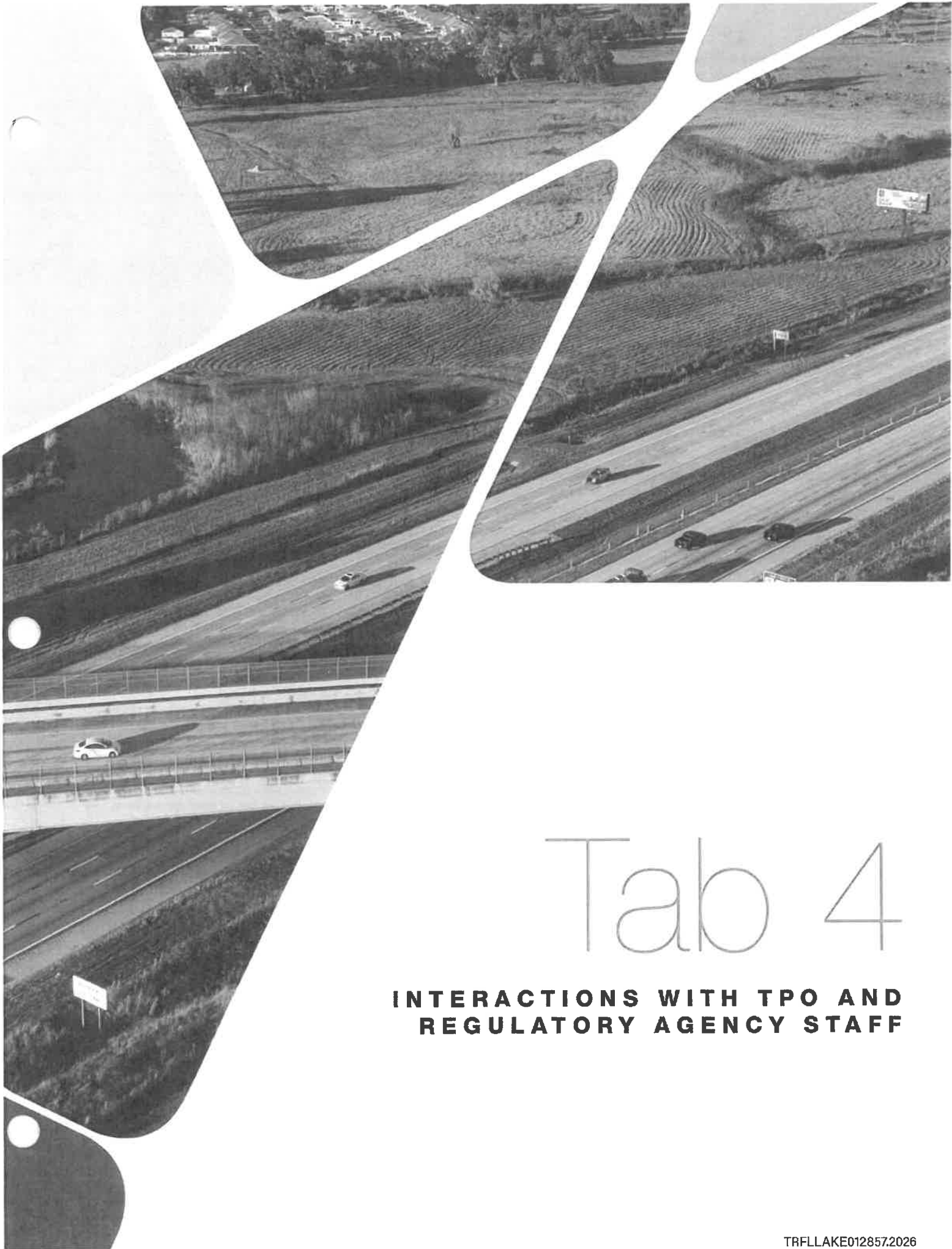


[Signature]
Secretary of State

Tracking Number: 9229710601CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Tab 4

**INTERACTIONS WITH TPO AND
REGULATORY AGENCY STAFF**

TAB 4. INTERACTIONS WITH TPO AND REGULATORY AGENCY STAFF

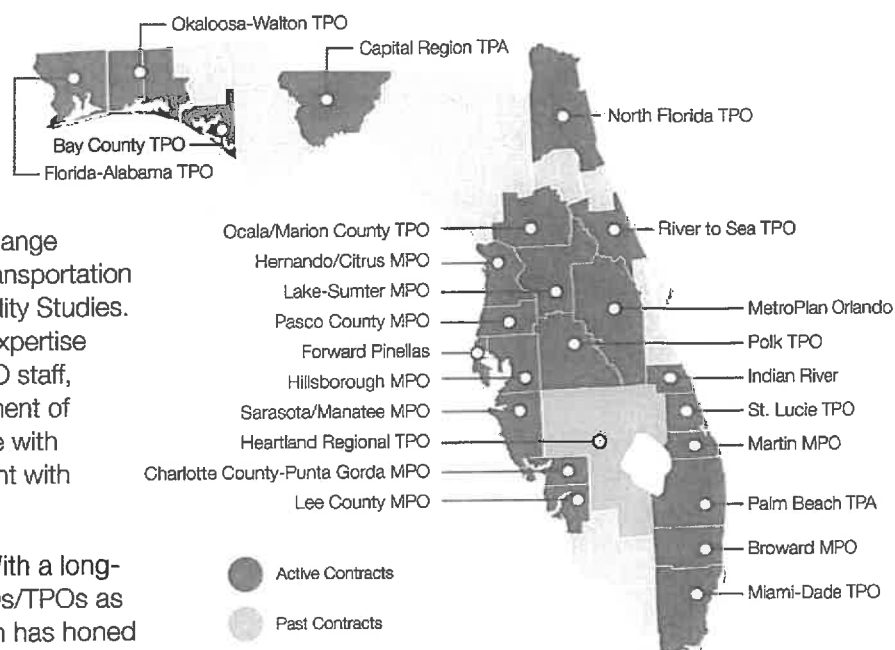
Kimley-Horn's ability to collaborate effectively with the Polk TPO and its partner agencies is demonstrated through decades of successful project delivery. Our team has served as a trusted advisor for the TPO on many of its most critical initiatives, including the 2040, 2045, and 2050 Long Range Transportation Plans, the Northeast Polk Transportation Study, and multiple Complete Street Feasibility Studies. These projects required not only technical expertise but also extensive coordination with the TPO staff, local municipalities, and the Florida Department of Transportation (FDOT) to ensure compliance with state and federal requirements and alignment with community priorities.

Firms Ability to Work with TPO Staff. With a long-standing history of supporting Florida MPOs/TPOs as an extension of their internal staff, our team has honed the ability to communicate clearly and consistently across MPO/TPO departments and committees, coordinate regularly with FDOT, FHWA, FTA, and local agencies, and deliver timely, accurate planning products that meet all federal, state, and local requirements while aligning with MPO/TPO priorities. Our collaborative approach is grounded in proactive partnership and transparent communication—preparing agendas, presentations, maps, graphics, and technical summaries for Board and TAC meetings, and providing on-call responsiveness across multiple concurrent assignments. We engage stakeholders early in the process and build consensus from the beginning. This approach helps us identify potential concerns, integrate agency input at every stage of planning, and strengthen relationships among MPO/TPO committees, partner agencies, and the public. This commitment to clarity, responsiveness, and partnership ensures that the Polk TPO receives fully compliant planning support across the entire Unified Planning Work Program and that every deliverable reflects your goals and preferences.

Qualifications and Knowledge of Local Regulatory Agencies. Our personnel maintain long standing working relationships with federal, state, and regional partners essential to Polk TPO operations, including:

- Federal Highway Administration (FHWA) – Compliance with federal transportation planning and funding requirements.
- Federal Transit Administration (FTA) – Integration of transit considerations into multimodal planning.
- Florida Department of Transportation (FDOT) – Coordination on roadway design, safety standards, and funding programs.
- Florida Department of Environmental Protection (FDEP) – Environmental permitting and resource protection.
- Southwest Florida Water Management District (SWFWMD) – Water resource management and stormwater permitting.
- U.S. Army Corps of Engineers (USACE) – Wetland permitting and mitigation strategies.
- U.S. Department of Housing and Urban Development (HUD) – Community development and housing integration.
- Local permitting agencies – Streamlined approvals for infrastructure projects.

These relationships allow us to anticipate regulatory requirements, expedite reviews, and resolve issues proactively.



Planning Services

for the Polk Transportation Planning Organization (TPO)

RFP No. 25-687



Local Knowledge and Deep Community Investment. Not only are we technically qualified to perform this contract, but we are invested in the community. Our team has extensive experience working with:

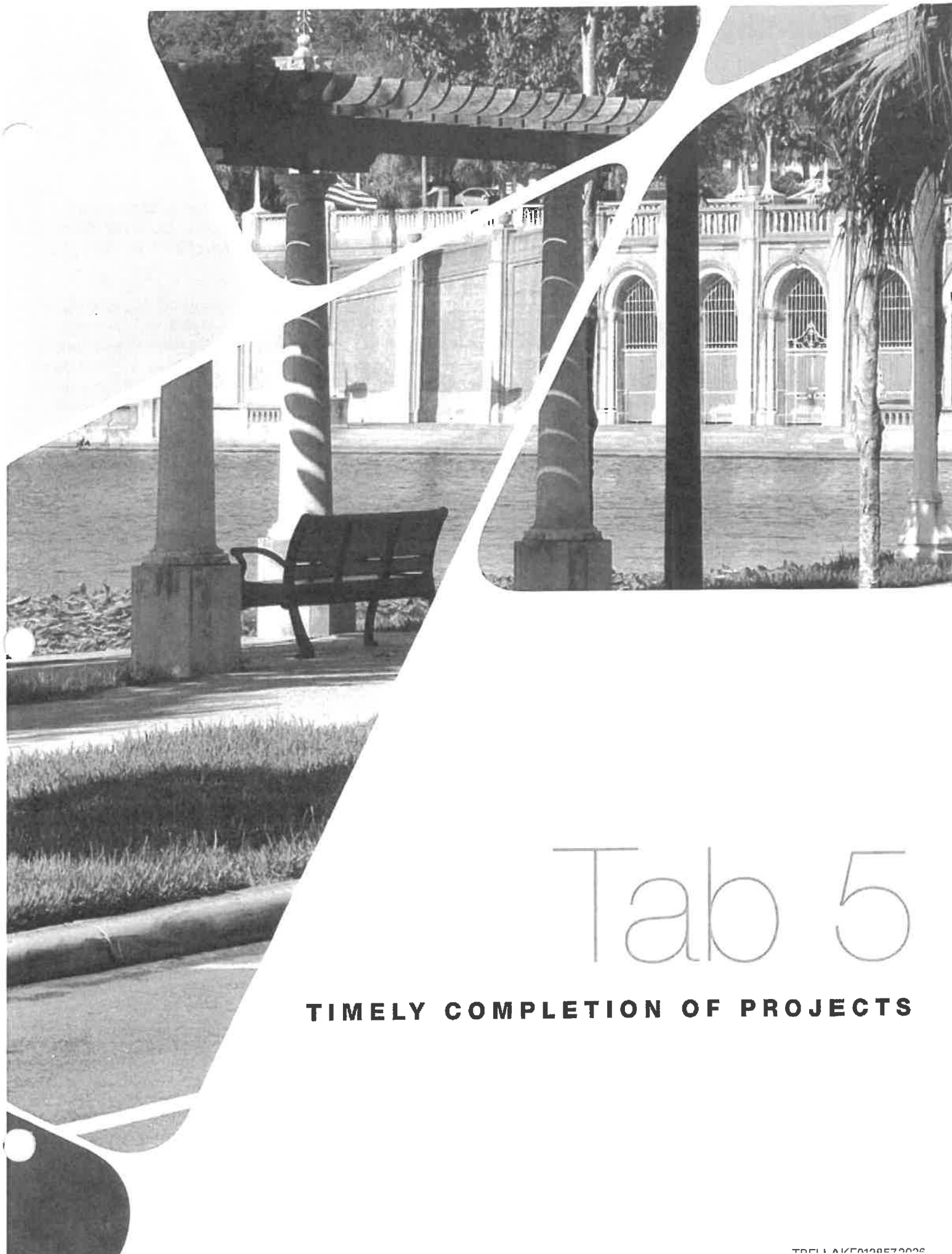
- Cities of Lakeland, Lake Wales, Winter Haven, Bartow, Auburndale, Haines City, Davenport, and the Town of Dundee
- Citrus Connection and regional transit partners
- Polk County
- Polk County Public Schools
- Polk County Sheriff's Office
- Polk County Facilities Management

This local insight helps us develop planning products that reflect community priorities, are compatible with local standards, and move smoothly through agency coordination and review.

A Proven Partner Ready to Support Polk County and the TPO. Our dedication to the Polk TPO and this partnership is reflected in the active engagement of the personnel assigned to this contract. Kimley-Horn actively participates in key meetings that allow us to stay aligned with the TPOs priorities and regional best practices, but most importantly helps us understand the community in this case Polk County. This active participation includes attendance to:

- Every TPO Board Meeting (FDOT, Citrus Connection, all member cities)
- MPOAC Meetings (FDOT Central Office, FDOT District 1, FHWA/FTA, all other Florida TPOs/MPOs)
- FDOT District 1 CUTS Meetings (FDOT District 1, District 1 TPOs/MPOs)
- FHWA/FTA/FDOT MPO Annual Training (FDOT Central Office, FDOT District 1, FHWA/FTA, All other Florida TPO's/MPO's)
- Frequent Polk TPO TAC Meetings (FDOT and Local Agencies)
- Attendance at local transportation and land use planning workshops and public hearings (FDOT and Local Agencies)





Tab 5

TIMELY COMPLETION OF PROJECTS

TAB 5. TIMELY COMPLETION OF PROJECTS

CURRENT AND FUTURE PROJECTED WORKLOAD

We have an extensive history of successful and timely project completion through a combination of effective project management and technical expertise. Our success is derived from providing the highest level of service to our clients; this philosophy resonates with each of our team members. Kimley-Horn is known in the marketplace for the priority it places on results, and our employees are highly respected for the quality of their work.

Kimley-Horn is committed to providing Polk TPO with the highest quality staff and service to meet your project schedule and budget requirements. At Kimley-Horn, office production meetings are held weekly to enable staff, task managers, and project managers to stay up to date regarding current and projected workloads. The firm also holds weekly regional production meetings to assess the availability and distribution of resources among our 24 Florida offices. With our depth of staff, project team partners, and ability to activate resources from multiple offices, we can help ensure that your project will be completed on time and within budget.

Based on his review of our workload, project manager **William Roll, AICP, CNU-A**, has determined the proposed team is readily available and fully capable of staffing this project. William has direct access to this staff and can mobilize them at a moment's notice for the production of any given task or phase. In addition, our subconsultants have reported that their proposed team members are readily available to serve Polk TPO. At this time, we foresee no barriers to providing the County with timely service.

This project will be delivered by our highly local team based in our Lakeland office, which includes more than 60 professionals who work daily with Polk County agencies and understand local standards, expectations, and workflows. They are supported, as needed, by our teams and partners across the state, giving us immediate access to a broad network of specialists, technical resources, and additional capacity. This structure ensures you benefit not only from strong local knowledge but also from the collective expertise and support of the entire region. Together, this team provides the availability, resources, and technical depth necessary to successfully complete the plans and final design. Our longstanding experience of serving Polk County and the Polk TPO ensures we are well prepared to meet County preferences. The chart below reflects current workload and available capacity for our key staff.

		% Availability for GPC Tasks	
TASK TEAM LEADERS	ROLE	CURRENT	PROJECTED
William Roll, AICP, CNU-A	Project Manager; Short and Long Range Transportation Planning; Corridor Planning; Special Studies; Public Engagement; Data Analysis; Public Engagement	60	90
Ryan Suarez, AICP	Deputy Project Manager; Transit Planning; Short and Long Range Transportation Planning; Special Studies; Data & Analysis; Technology; Public Engagement	40	65
Jim Wood, AICP	Quality Control/Quality Assurance; Short and Long Range Transportation Planning; Special Studies; Public Engagement	35	55
Allison Fluitt, PE, AICP	Quality Control/Quality Assurance; Short and Long Range Transportation Planning; Special Studies; Public Engagement	25	55
Jared Schneider, AICP, CNU-A	Data & Analysis; Short and Long Range Transportation Planning; Corridor Planning	45	65
Erin Emmons, GISP	Technology	60	75

Planning Services

RFP No. 25-687

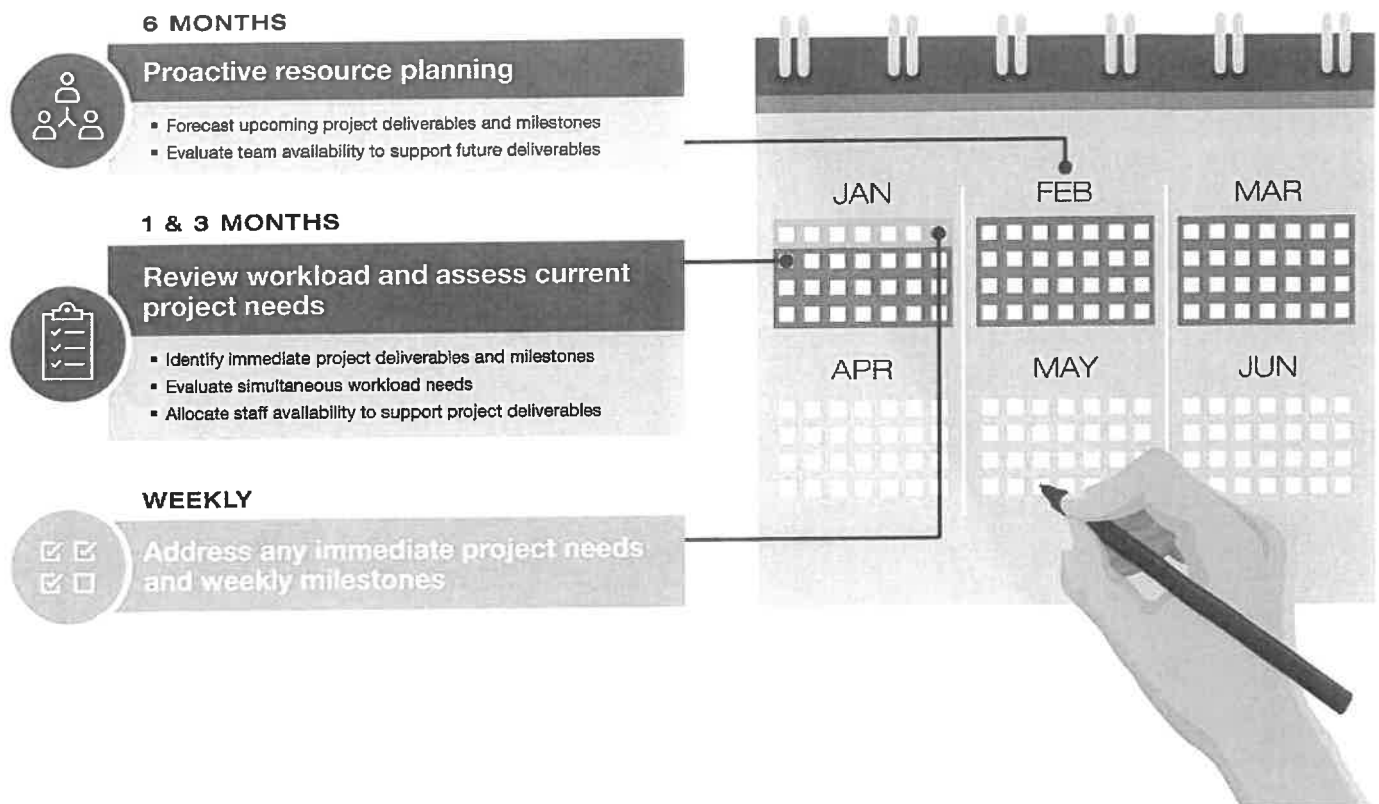
for the Polk Transportation Planning Organization (TPO)

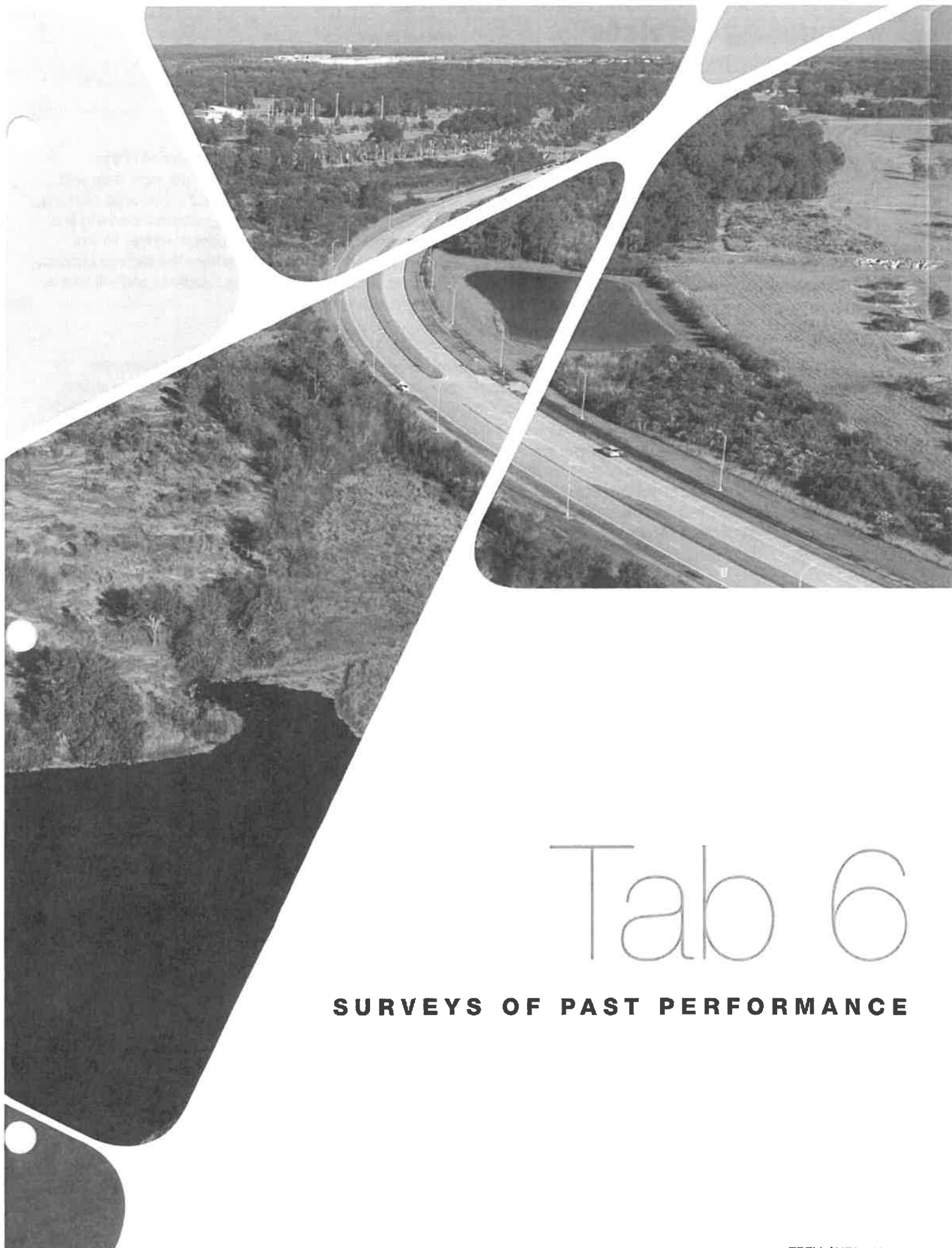
DAILY ABILITY TO PROVIDE SERVICES

As Project Manager, **William Roll, AICP, CNU A** has direct responsibility for the successful performance of this contract and the authority to allocate all necessary resources to meet the County's needs. William will work daily with the designated team members to ensure that staff with the required expertise—spanning long and short range planning, land use, transit and multimodal safety, stakeholder engagement, data and analysis, technology, corridor planning and more—are available and actively engaged throughout the development of the plans and final design. Kimley-Horn's depth of staff and our ability to rapidly activate resources across our Florida offices ensure we have the technical capacity and manpower to fully support the scope of work. We understand the importance of meeting deadlines and will take all necessary steps to confidently commit to delivering timely, high quality professional services.

CASTAHEADS SYSTEM

To further support our ability to meet the project scope, Kimley-Horn utilizes a robust management information system (MIS) to continuously monitor staffing capacity, performance, and workload distribution. A key component of this system is our proprietary Castaheads tool, accessible to all project managers. Updated monthly, Castaheads outline staffing needs for the current month as well as the next three and six months. Project managers enter project requirements and personnel requests, which are compiled into a statewide report reviewed during monthly Castaheads meetings. These meetings proactively identify workload imbalances across offices and disciplines, allowing us to redistribute staff as needed to ensure schedules remain on track and project commitments are met. This system exemplifies Kimley-Horn's commitment to maintaining sufficient capacity, maximizing staff utilization, and delivering reliable, uninterrupted client service.





Tab 6

SURVEYS OF PAST PERFORMANCE

TAB 6. SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

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

To: Brian Freeman, MPO Staff Director (Name of Person completing survey)

Indian River County MPO (Name of Client Company/Consultant)

Phone Number: 772.226.1990 (Work) Email: bfreeman@ircgov.com

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: General Planning Consultant Services

Name of Vendor being surveyed: Kimley-Horn and Associates, Inc.

Cost of Services: Original Cost: Varies by Project Ending Cost: Varies by Project

Contract Start Date: 3/16/2019 Contract End Date: Ongoing

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 Brian Freeman

Signature of Evaluator: [Signature]

Please fax or email the completed survey to: William.Roll@kimley-horn.com

Planning Services

for the Polk Transportation Planning Organization (TPO)

RFP No. 25-687

Survey Questionnaire – Polk County

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

To: Michael Woods, Executive Director (Name of Person completing survey)

Lake-Sumter MPO (Name of Client Company/Consultant)

Phone Number: 352.315.0170 Email: michael.woods@lakesumtermpo.com Total

Annual Budget of Entity \$1 million

Subject: Past Performance Survey of Similar work:

Project name: Continuing General Planning Consultant

Name of Vendor being surveyed: Kimley-Horn and Associates, Inc.

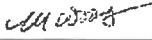
Cost of Services: Original Cost: Varies by Project Ending Cost: Varies by Project - Aprox. \$500,000 to date

Contract Start Date: 5/9/2023 Contract End Date: Ongoing

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 Michael Woods

Signature of Evaluator: 

Please fax or email the completed survey to: William.Roll@kimley-horn.com

Planning Services

for the Polk Transportation Planning Organization (TPO)

RFP No. 25-687

Survey Questionnaire – Polk County

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

To: Lara Bouck, Manager of Project Development (Name of Person completing survey)

MetroPlan Orlando (Name of Client Company/Consultant)

Phone Number: 407.481.5672 ext. 337 Email: Lara.Bouck@MetroPlanOrlando.gov

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Continuing General Planning Consultant Services

Name of Vendor being surveyed: Kimley-Horn and Associates, Inc.

Cost of Services: Original Cost: Varies by Project Ending Cost: Varies by Project-Aprox. \$1.48 million to date

Contract Start Date: 12/15/2021 Contract End Date: Ongoing

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 Lara Bouck

Signature of Evaluator: Lara Bouck

Digitally signed by Lara Bouck
Date: 2026.01.30 09:19:34 -05'00'

William.Roll@kimley-horn.com

Please fax or email the completed survey to: _____

Planning Services

for the Polk Transportation Planning Organization (TPO)

RFP No. 25-687

Survey Questionnaire – Polk County

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

To: Patricia Whitton, Senior Planner (Name of Person completing survey)

Central Florida Regional Transportation Authority (LYNX) (Name of Client Company/Consultant)

Phone Number: 407.254.6119 Email: pwhitton@golynx.com

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Transportation Disadvantaged Service Plan

Name of Vendor being surveyed: Kimley-Horn and Associates, Inc.

Cost of Services: Original Cost: \$79,870 Ending Cost: \$79,870

Contract Start Date: 8/3/2022 Contract End Date: 8/15/2023

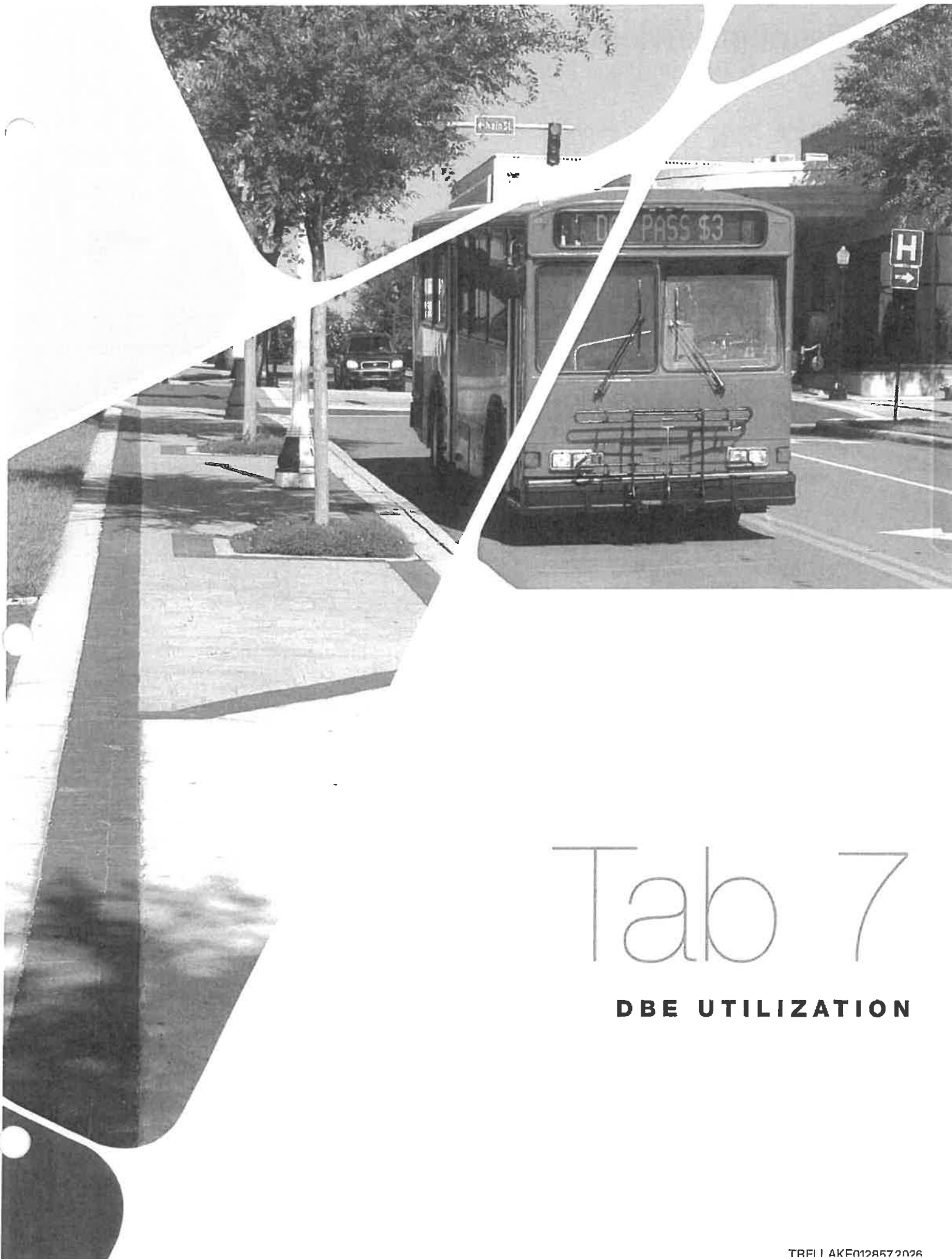
Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best 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 Patricia Whitton

Signature of Evaluator: Patricia Whitton

Please fax or email the completed survey to: William.Roll@kimley-horn.com



Tab 7

DBE UTILIZATION

Planning Services

for the Polk Transportation Planning Organization (TPO)

RFP No. 25-687

378-040-62
PROCUREMENT
01/16

TAB 7. DBE UTILIZATION

ATTACHMENT G

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

Prime Contractor: Kimley-Horn and Associates, Inc.

Address/Phone Number: 109 S Kentucky Ave, Lakeland, FL 33801

Procurement Number: RFP #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: 56-0885615
2. Firm Name: Kimley-Horn and Associates, Inc.
3. Phone: 863.701.8702
4. Address: 109 S Kentucky Ave
Lakeland, FL 33801
5. Year Firm Established: 1967

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: 59-3335186
2. Firm Name: Quest Corporation of America, Inc.
3. Phone: 866.662.6273
4. Address: 17220 Camelot Court
Land O' Lakes, FL 34652
5. Year Firm Established: 1995

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: 59-2754852
2. Firm Name: Zyscovich, LLC
3. Phone: 904.489.2204
4. Address: 100 N. Laura Street
Suite #400
Jacksonville, FL 32202
5. Year Firm Established: 1977

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: 88-1856877
2. Firm Name: Nationwide Traffic Data, LLC
3. Phone: (305) 523-9377
4. Address: 840 Natures Cove Rd,
Dania Beach, FL 33004
5. Year Firm Established: 2022

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)

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:

Nationwide Traffic Data, LLC | 840 Natures Cove Rd, Dania Beach, FL 33004

Contact Name and Telephone Number:

Diana Leon | 305.523.9377

Participation Percentage (Of Total Contract Value):

4%

Description of Work To Be Performed:

Data Collection, Corridor Planning

Ethnicity and Gender of Firm:

Certified MBE (Asian, Black, Hispanic, or Native American), Certified WBE (Women)

ATTACHMENT H

DBE IDENTIFICATION AND INFORMATION

Name and Address:

N/A

Contact Name and Telephone Number:

N/A

Participation Percentage (Of Total Contract Value):

N/A

Description of Work To Be Performed:

N/A

Ethnicity and Gender of Firm:

N/A

Vendor Name: Kimley-Horn and Associates, Inc.

Vendor Signature:  Jared Wynn, PE, Associate

Kimley»Horn

February 18, 2026

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

RE: DBE Utilization Statement for Good Faith Efforts

As our corporate policy, Kimley-Horn actively seeks to encourage and promote the use of disadvantaged business enterprise (DBE), minority business enterprise, and woman-owned business enterprise (WBE) firms to support our business operations. Kimley-Horn has partnered with Nationwide Traffic Data, LLC., which is DBE certified with the Florida Department of Transportation, and MBE/WBE certified with the State of Florida.

While the County requires a minimum of 0.01% DBE utilization, Kimley-Horn is committed to 4% DBE utilization on this contract.

With Kimley-Horn, you should expect more and will experience better. Please contact me 863.226.6867 or jared.wynn@kimley-horn.com should you have any questions or concerns.

Sincerely,



Jared Wynn, PE
Associate | Authorized Representative

Planning Services

for the Polk Transportation Planning Organization (TPO)

RFP No. 25-687

Nationwide Traffic Data, LLC

840 Natures Cove Rd, Dania Beach, FL 33004

Tel: (305) 523-9377

www.nwtrafficdata.com



January 27, 2026

Mr. William Roll, AICP, CNU-A
Kimley-Horn and Associates, Inc.
109 South Kentucky Avenue
Lakeland, FL 33801

Subject: Letter of Intent for Polk County TPO

Dear Mr. William:

We appreciate the opportunity to join your team for the Polk County TPO. Please accept this letter as Nationwide Traffic Data's commitment to provide sub-area/corridor planning and traffic data collection services. We understand the scope of work requested and commit qualified and experienced resources.

Additionally, we are making known by issuance of this letter that Nationwide Traffic Data, LLC is proudly certified as an MBE/WBE by the State of Florida Office of Supplier Development DM/DWBE. A copy of our certification is enclosed. We look forward to working with you on this important contract. If we can be of further assistance, please do not hesitate to contact us at (305) 523-9377.

Sincerely,

Diana Leon, President & CEO
Nationwide Traffic Data LLC
Mobile: (909) 630-8867, Email: diana@nwtrafficdata.com

FLORIDA UNIFIED CERTIFICATION PROGRAM



FLORIDA DEPARTMENT OF TRANSPORTATION

Equal Opportunity Office

605 Suwannee Street, MS 65

Tallahassee, Florida 32399-0450

Phone: (850) 414-4747 / Fax: (850) 414-4879

DBECert.help@dot.state.fl.us**NO CHANGE DECLARATION**I, Diana Leon

(Disadvantaged Business Owner(s))

Nationwide Traffic Data, LLC

(Business Name)

hereby declare there have been no changes in circumstances affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR Part 26 and 13 CFR Part 121. I further declare there have been no material changes in the information provided with the most recent DBE application submitted by this business, except for any changes about which I have provided written notice to the Florida Department of Transportation's, Equal Opportunity Office pursuant to 49 CFR § 26.83(i).

I further declare that I am socially disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have been suffered the effects of discrimination, because of my identity as a member of the groups identified in 49 CFR § 26.5, without regard to my individual qualities. I further declare that my personal net worth does not exceed \$1.32 million, and that I am economically disadvantaged because of my ability to compete in the free market enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially and economically disadvantaged.

In addition, I specifically declare that this business continues to meet the Small Business Administration (SBA) size criteria and the overall gross receipts cap of 49 CFR Part 26. I specifically declare that the average gross receipts (as defined by SBA Rules) over the previous three (3) fiscal years do not exceed \$. I provide the attached business tax return(s) for this and any affiliate businesses in support of this declaration.

I declare under penalty of perjury, that the forgoing is true and correct.¹

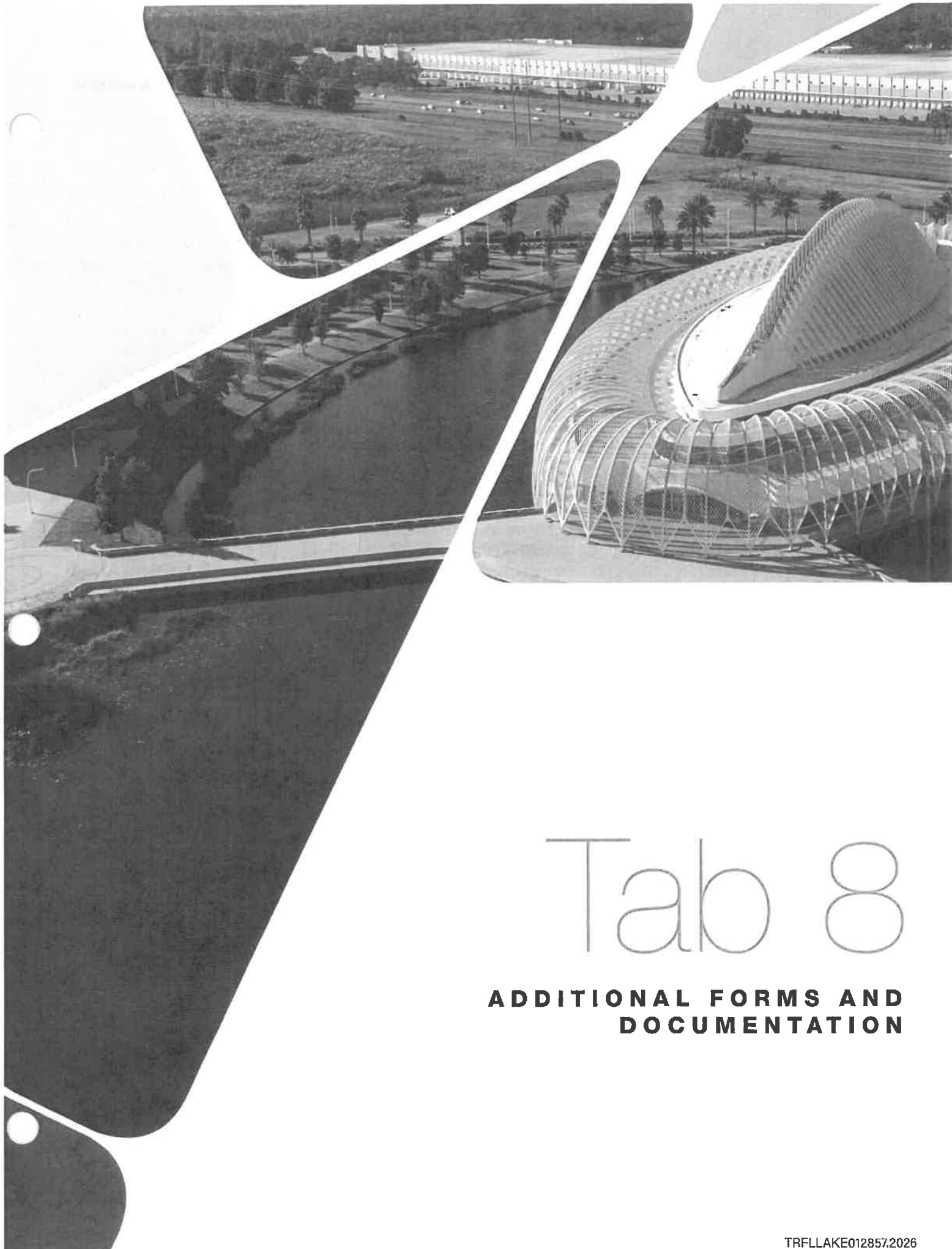
Executed on: 02/04/2026 (date)Diana Leon, President & CEO

(Printed Name/Title)

Diana Leon

Signature

¹Knowingly and willfully providing false or misleading information to State and Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and F.S. 337.135, and could subject you to fines, imprisonment or both.



Tab 8

**ADDITIONAL FORMS AND
DOCUMENTATION**

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 18 day of February, 2026 by Jared Wynn, PE (name) as Associate (title of officer) of

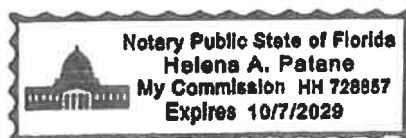
Kimley-Horn and Associates, Inc. (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: Helena A. Patane

Printed Name of Notary Public: Helena A. Patane

Notary Commission Number and Expiration: HH 728857 10/7/2029

(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: Kimley-Horn and Associates, Inc.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

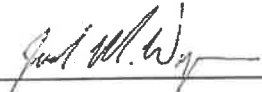
375-030-30
PROCUREMENT
05/14

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.

Kimley-Horn and Associates, Inc.
Name of Consultant

By: 
Jared Wynn, PE, Associate

2/18/2026
Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS**

375-090-50
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)
RFP #25-687	Planning Services for the Polk Transportation Planning Organization (TPO)	None.

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

Printed Names	Signatures	Date
Jared Wynn, PE, Associate		2/18/2026

**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: Kimley-Horn and Associates, Inc.

By: Jared Wynn, PE

Date: 2/18/2026

Title: Associate

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.

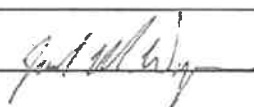
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to 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: Kimley-Horn and Associates, Inc.

By: Jared Wynn, PE

Date: 2/18/2026

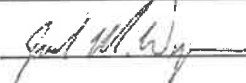
Authorized Signature: 

Title: Associate

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: Kimley-Horn and Associates, Inc. 109 S Kentucky Ave, Lakeland, FL 33801 _____ _____ 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: <u>Jared Wynn, PE</u> Title: <u>Associate</u> Telephone No.: <u>863.226.6867</u> Date (mm/dd/yyyy): <u>2/18/2026</u>	
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 full name, 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.



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

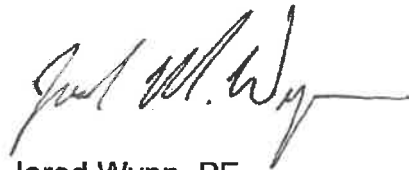
605 Suwannee Street
Tallahassee, FL 32399-0450

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:

852D6801F4FF447...
Jared W. Perdue, P.E., Secretary


Jared Wynn, PE
Associate
Kimley-Horn and Associates, Inc.

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: Jared Wynn, PE

Title: Associate

Company: Kimley-Horn and Associates, Inc.

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: Jared Wynn, PE

Title: Associate

Company: Kimley-Horn and Associates, Inc.

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

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.

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 madethen 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

Kimley-Horn and Associates, Inc.

A North Carolina Corporation Headquartered in Raleigh, North Carolina

Federal ID #56-0885615

Schedule of Rates

Classifications	Direct Hourly Rate		Billing Rate	
	Low	High	Low	High
Principal	\$ 103.08	\$ 127.74	\$ 361.00	\$ 447.00
Chief Planner	\$ 79.62	\$ 106.12	\$ 279.00	\$ 371.00
Senior Planner	\$ 60.34	\$ 80.78	\$ 211.00	\$ 283.00
Project Planner	\$ 44.04	\$ 64.34	\$ 154.00	\$ 225.00
Planner	\$ 38.38	\$ 48.28	\$ 134.00	\$ 169.00
Planner Tech	\$ 27.00	\$ 39.92	\$ 95.00	\$ 140.00
Program Manager	\$ 99.42	\$ 108.00	\$ 348.00	\$ 378.00
Senior Engineer	\$ 72.98	\$ 94.14	\$ 255.00	\$ 329.00
Engineer 1	\$ 48.80	\$ 65.10	\$ 171.00	\$ 228.00
Engineer 2	\$ 58.66	\$ 77.84	\$ 205.00	\$ 272.00
Engineering Intern	\$ 41.88	\$ 60.10	\$ 147.00	\$ 210.00
Engineering Technician	\$ 41.26	\$ 58.08	\$ 144.00	\$ 203.00
Senior Programmer	\$ 88.62	\$ 115.44	\$ 310.00	\$ 404.00
Senior Designer	\$ 42.80	\$ 79.96	\$ 150.00	\$ 280.00
Graphic Designer	\$ 39.96	\$ 55.76	\$ 140.00	\$ 195.00
Admin/Clerical	\$ 26.84	\$ 65.58	\$ 94.00	\$ 230.00
Senior Landscape Architect	\$ 63.38	\$ 118.22	\$ 222.00	\$ 414.00
Landscape Architect	\$ 46.64	\$ 64.48	\$ 163.00	\$ 226.00
Landscape Designer	\$ 41.60	\$ 50.06	\$ 146.00	\$ 175.00

Key Personnel:

Agrusa, Robert	Gibbons, Natalie Mae	O'Toole, Kelly
Alexa, Kristen E	Glisson, Heather L	Ottens, Caeden Michael
Ali, Basit	Goldsmith, Kayla	Padgett, Timothy Hugh
Amerson, Riney C	Gorski, Mary Elyce	Padilla, Josiah Gabriel
Anderson, William David	Graham, Brian Michael	Palmer, Alessandria Joan Rose
Ansari, Mohammad A	Graves, Ryan Michael	Palya, Benjamin
Arnason, Morgan Lee	Green, Abigail Grace	Pardue, Dominic
Athas, Erin Marie	Green, Colby Michael	Parker, Joshua Thomas
Atkin, Fredrick Jeresun	Gremontprez, Susan Marie	Parker, Madison Sheigh
Austein, Alexander Jordan	Guerra, Stephanie Alexis	Parsons, Mitchell Ryan
Baez De Jesus, John Adian	Haddad, Michael Anthony	Payne, Jaclyn Renee
Bailey, Tamara	Haldrup, Jensen Marie	Pena Rafael, Julian
Barcenas, Massiel	Hall, Zachary Lewis	Pena, Virginia

Barcia, Jocelyn
Barr, Richard R
Beem, Corinn Nicole
Bell, Tanis Isaiah
Bello, Diana
Benson, Steven Allan
Benzer, Danielle M
Bleakley, Tara Brennan
Bond, Rebecca Marie
Borkowski, Brock Jeffrey
Botero, Laura Alejandra
Boulenger, Nicole Hannah
Bramlet, Turner
Brighton, Ali Hanes
Briones, Alvaro Isaac
Brooks, Nicholas David
Brown, Elaine Marie
Burghdoff, Adam Michael
Bushey, Emily Michelle
Caceres, Marina
Canin, Brian Charles
Capelli, Jill Ann
Cardona-Duran, Jennifer
Caswell, Jaiden Isabella
Centurion, Ariel Babani
Choplin, Brynn E
Chou, Lauren Elaine
Cianfaglione, Christopher D.
Clancy, Elizabeth Marie
Clem, Ivey MeiGui
Cochran, Deana Cheryl
Coffin, James Peter
Cohen, Jeffrey Aaron
Collins, Carroll Edward
Cox, Warren
Crane, Amber
Crawford, Lauren
Crist, Renee Elizabeth
Crosby, Henly Linnette
Crosby, Jonathan
Crozier, Joseph Richard
Crump, Caitlin Jean
Cruz Zamora, Gustavo Alberto
Cruz, Ruben
Dabkowski, Adrian Krzysztof
d'Adesky, Derek Jeffrey
Dallas, Ciara Elysse
Daoulas, Jennifer Lynn
Davis, Bradley Earl
Davis, Chad Aaron
De Curci, Henry
Dean, Edward Matthew
DeMarinis, Lindsey

Hampton, Mariah
Hansford, Matthew Scott
Hargrett, Thomas C
Hargro, RKhal
Harland, Jennifer Lyn
Harris, Michael J.
Hatton, Macey P
Hatton, Mackenzie C
Heck, Nicole Rae
Heggen, Christopher W.
Hernandez, Arielle
Hernandez, Michelle Marie
Herrera, Laura Camila
Hess, Ashton Taylor
Heyward, Nathaniel Keith
Holcombe, Michelle L
Holiday, Reese Joseph
Honiotes, George Nicholas
Hoomes, Levon Carey
Hulsberg, Jack
Hussaini, Danish Hussain Ali
Iliev, Alexander
Isaac, Chelsea Donna
Ispass, Marc Stephen
Jean-Charles, Kereen
John-Rose, Jaimie Jaimerson Julien
Johnson, Charles Alexander
Johnson, Lily Anne
Jones, Haley Brooke
Jones, Marah Angelique
Juliano, Eliza Harris
Kacir, Kent Charles
Kakani, Sribhava
Kamm, Brett A.
Karl, Kerry Symolon
Kearns, Stella Meester
Keeler, Joshua E.
Kemble, Chloe Michele
Kern, Brandon C
Kerr, Adam B
Keys, Lauren Alyssa
Khan, Hamza Hasan
Killion, Saige Davis Lee
Klepper, Bryon K
Knight, Daniel Scott McClintic
Knighting, Blair Bryant
Krehbiel, Wendy Jewel
Kroll, Alfredo Pedro
Laffey, Kevin
Laguerre, Aysheema S.
Lamaruggine, Joseph Nicholas
Lathaen, Morgan Renee
Latte, Michelle A

Perdomo Flavia, Alberto
Perez, Elizabeth
Peterson, Hadley Alexandra
Phillips, Julia Rose
Piccolo, Jerry M
Pineda Mendez, Raul Andres
Pippa, Emily Grace
Plotnikiewicz, Erica
Poole, Trevor Austin
Porazinski, Sydney Lynne
Proudfoot, Rachel Marie
Provenzo, Nicholas Joseph
Rairden, Ian M
Ratcliff, James Dean
Reed, Kristen D.
Reyes, Alejandra Crystal
Reyes, Leonor Caridad
Richter, Tricia Christine
Riggi, Spencer Osman
Roberts, Tanner Brookins
Robertson, Stewart E
Robison, Jane Lee
Rodriguez Ramirez, Valentina Maria
Rodriguez, Daniel Francisco
Rodriguez, Emanuelle D
Rodriguez, Victoria Marie
Roll, William E
Rudd, Ravenel Templeton
Russell, Michael S.P.
Russell, Stanley Edward
Salihin Lee, Ratna Intan Salihin
Scarpa, Talia Marie
Scelzi, Clayton Walter
Schneider, Jared Ryan
Schooley, Cris S.
Selanikio, Raquel Esther
Selig, Cheryl Lynn
Serafimovich, Michelle
Shaffer, Hanna Kathryn
Shaw, Terrel Lamar
Shelton, Mark W
Sheppard, Mason Tyler
Slautterback, Lindsay Elizabeth
Smith, Kimberlee Jean'al
Smith, Krystal Jean
Soejima, Ayame
Sousa, Allison
Spahr, Vincent Edward
Spang, Maile Kawahakui
Stansbery, Stephen M.
Stastny, Andrew James
Steady, Alexander Perez
Stephens, Morgan Anne

Devanney, Kyle Gregory
DeVeau, Zachariah A
Diaz, Ana Paula
DiMaria, Philip G
DiPietro, Taylor
Do, Danh Ngoc Cong
Dollah, Mitchell Eddy
Donahue, Michael Scott
Dorman, Cory D
Doucet, Jeanne Micheline
Duhamel, Joseph
Eaton, Shayna Morgan
Eggert, Timothy
Ekus, Miriah Gabriella
El Eid, Randy Jihad
Elliott, Cara Anne
Emmons, Erin Nicole
Eng, Clarence
Ettorre, Wendy Joy
Falcon, Macy Camille
Fernandez, Lilian
Filaroski, Taylor Lucas
Fix, Mackenzie Marie
Flanagan, David Joseph
Fleming, Brandon Scott
Fleming, Brooke Louanne
Fluitt, Allison Marie
Fonseca, Alexander
Ford, Jonathan Michael
Forder, Harrison David
Franko, Matthew Taylor
Fraser, Caroline Jean
Fulton, Caroline Abby
Furci, Richard Reece
Gallo, Victor Hugh
Garau, Michael
Gardner, Abante
Garrett, Harrison C.
Gartner, Amber Lee
Gavel, Taeler Janai

Lehman, Amanda Faye Lorenzo
Lewis, Jason A
Lombardo, Andrew Lloyd
Long, Savannah
Lopez, Sara Carelly
Lubbers, Tia
Luna, Alejandro
Magley, Evan Christopher
Maio, Alan
Maple, Jacob Stephenson
Martin, Jonathan A
Marulanda, Julianna
Mazzenga, Nicholas Joseph
McClellan, Myrtha Alexandra
McConnell, Harris Michael
McCrary, Chloe Isabelle
McDermet, Jeremy David
McGill, James Douglas
McLeod, Christie Briscoe
McWilliams, John J
Mecca, Michelle Beauchemin
Mendez, Jaime
Meyer, Silvia Elena
Miller, Erika Jade
Miller, Jeffrey Lee
Mingonet, Milton Scott
Moore, Marc LeeAndrew
Morrissey, Katelyn Ann
Nadeau, Gabrielle Ann
Nadeau, Gary J.
Naeem, Sana
Neil, Olivia Noel
Nelson, Tyson Michael
Nichols, Harrison Douglas
Niforatos, Christopher A
Noel, Norboun William
Nuckols, William Ryan
Nunez, Jacob Lee
Opipery, Kenneth Louis

Stottman, Rebekka Katrin
Stutzman, Alyssa
Suarez, Ryan
Suttle, Adanis M.
Sweeney, Gillian Grace
Sylvia, Cassie Nicole
Tamargo, Joshua R
Taylor, James M
Thayer, David Charles
Thomas, Emily Marguerite
Thompson, Alec J
Traficante, Peter James
Trammel, Isaac Lee
Truman, Stephen Paul
Valente-Johnson, Laura A
Vaudo, Michael Cosmo
Velez-Vega, Eileen Marie
Vento, Joseph Peter
Viteri, Sabrina Isabella
Wall, William Jared
Ware, Kayla Marie
Warren, Charli
Weidenbruch, Nicholas R.
Wetherell, Ryan Sterling
Whipkey, Ross Alan
Whitehurst, Jonathan Daniel
Whitfield, Kristina Nicole
Widness, Katelyn Mary
Wijesundera, Ravindra Kumara
Williams, Christopher David
Wilson, Cavan Francis
Wittenbauer, Laura Logue
Wood, James Michael
Woodward, Michael Robert
Worthington, Chelsea Kathleen
Wynn, Jared Michael
Wyszkowski, Robert Francis
Zambrano, Eric Andre
Zdunkiewicz, Marissa Alexandra

EXHIBIT B

RFP 25-687 - Polk TPO

General Planning Consulting Services for the Polk Transportation Planning Organization

Fee Schedule and List of Key Personnel

NATIONWIDE TRAFFIC DATA, LLC

A STATE Corporation Headquartered in DANIA BEACH, FLORIDA

Federal ID #88-1856877

Schedule of Rates

Classifications	Direct Hourly Rate		Billing Rate	
	Low	High	Low	High
Principal	\$ 48.08	\$ 51.01	\$ 134.14	\$ 142.31
Chief Planner	\$ -	\$ -	\$ -	\$ -
Senior Planner	\$ -	\$ -	\$ -	\$ -
Project Planner	\$ -	\$ -	\$ -	\$ -
Planner	\$ -	\$ -	\$ -	\$ -
Planner Tech	\$ -	\$ -	\$ -	\$ -
Program Manager	\$ -	\$ -	\$ -	\$ -
Senior Engineer	\$ -	\$ -	\$ -	\$ -
Engineer 1	\$ -	\$ -	\$ -	\$ -
Engineer 2	\$ -	\$ -	\$ -	\$ -
Field Data Collector	\$ 19.23	\$ 20.40	\$ 53.65	\$ 56.92
Engineering Technician	\$ -	\$ -	\$ -	\$ -
Senior Programmer	\$ -	\$ -	\$ -	\$ -
Senior Designer	\$ -	\$ -	\$ -	\$ -
Graphic Designer	\$ -	\$ -	\$ -	\$ -
Admin/Clerical	\$ 23.08	\$ 24.49	\$ 64.38	\$ 68.30
Senior Landscape Architect	\$ -	\$ -	\$ -	\$ -
Landscape Architect	\$ -	\$ -	\$ -	\$ -
Landscape Designer	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -

Key Personnel:

Diana Leon

Brian Aguilar

Elizabeth Gallardo

EXHIBIT B

RFP 25-687 - Polk TPO

General Planning Consulting Services for the Polk Transportation Planning Organization

Fee Schedule and List of Key Personnel

Quest Corporation of America, Inc.

A Florida Corporation Headquartered in Land O'Lakes, FL

Federal ID #59-3335186

Schedule of Rates

Classifications	Direct Hourly Rate		Billing Rate	
	Low	High	Low	High
Community Outreach Specialist	\$ 38.47	\$ 55.29	\$ 125.00	\$ 137.00
Graphic Designer	\$ 36.06	\$ 38.47	\$ 110.00	\$ 120.00
Multimedia Specialist	\$ 37.50	\$ 45.68	\$ 120.00	\$ 132.00
Animation Specialists	\$ 36.06	\$ 37.14	\$ 105.00	\$ 115.00
Survey Team Members	\$ 36.06	\$ 38.47	\$ 110.00	\$ 120.00
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -

Key Personnel:

Lori Buck - COS

Stephanie Claytor - COS

Matthew Yarosewick - COS

Barbara Catlin - COS

Chris Ward - Graphic Designer

Ivan Rodriguez - Multimedia

Mercedyz Mitchell - Multimedia

Jody Taylor - Animator

Shatakshi Raj - Animator

EXHIBIT B

RFP 25-687 - Polk TPO

General Planning Consulting Services for the Polk Transportation Planning Organization

Fee Schedule and List of Key Personnel

Zyscovich, LLC

A STATE Corporation Headquartered in Pittsburgh, PA.

Federal ID 92-0865709

Schedule of Rates

Classifications	Direct Hourly Rate		Billing Rate	
	Low	High	Low	High
Principal	\$ 108.1731	\$ 113.5818	\$ 372.12	\$ 390.72
Chief Planner	\$ 96.5590	\$ 101.3870	\$ 332.16	\$ 348.77
Senior Planner	\$ 74.9040	\$ 78.6492	\$ 257.67	\$ 270.55
Project Planner	\$ 61.9293	\$ 65.0258	\$ 213.04	\$ 223.69
Planner	\$ 60.4651	\$ 63.4884	\$ 208.00	\$ 218.40
Planner Tech	\$ 33.6539	\$ 35.3366	\$ 115.77	\$ 121.56
Program Manager	\$ 57.6923	\$ 60.5769	\$ 198.46	\$ 208.38
Senior Engineer	\$ -	\$ -	\$ -	\$ -
Engineer 1	\$ -	\$ -	\$ -	\$ -
Engineer 2	\$ -	\$ -	\$ -	\$ -
Engineer Intern	\$ -	\$ -	\$ -	\$ -
Engineering Technician	\$ -	\$ -	\$ -	\$ -
Senior Programmer	\$ -	\$ -	\$ -	\$ -
Senior Designer	\$ 70.3986	\$ 73.9185	\$ 242.17	\$ 254.28
Graphic Designer	\$ 27.9411	\$ 29.3382	\$ 96.12	\$ 100.92
Admin/Clerical	\$ 46.4411	\$ 48.7632	\$ 159.76	\$ 167.75
Senior Landscape Architect	\$ -	\$ -	\$ -	\$ -
Landscape Architect	\$ -	\$ -	\$ -	\$ -
Landscape Designer	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -

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

KIMLEY-HORN AND ASSOCIATES INC Active Registration

Unique Entity ID

V8PKG6NLKV6

CAGE/NCAGE

0BPM5

Entity Information

Expiration Date

Jan 13, 2027

Physical Address

421 Fayetteville ST
STE 600
Raleigh, North Carolina
27601-1777, United States

Mailing Address

421 Fayetteville ST STE 600
Raleigh, North Carolina
27601-1777, 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.

Our Website	Our Partners	Policies	Customer Service
About This Site	Acquisition.gov	Terms of Use	Help
Our Community	USASpending.gov	Privacy Policy	Check Entity Status
Release Notes	Grants.gov	Restricted Data Use	Federal Service Desk
System Alerts	More Partners	Freedom of Information Act	External Resources
		Accessibility	Contact



⚠ WARNING
This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY!"** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov
An official website of the U.S. General Services Administration

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 Kimley Horn.

Reviewed by Procurement Manager: MB 6/30/26
(Initials) (Date)

Please indicate any time limits involved and attach all necessary documentation.

County Attorney

For County Attorney office use only:

Assign to: Noah Date: JUL 01 2026

County Attorney Project No.: 2026-437

Logged out: 7/15/2026

- ✓ All the TPO agreements have an indentation I noted in the whereas clauses that should be removed
- ✓ See Pg 5 Also check previous agreement sent 7/13

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. The Consultant shall submit invoices for services provided and fees earned on a monthly basis. Such invoices shall be supported by a progress report showing the actual tasks performed and their relation to the percentage of fee claimed. Monthly invoices shall be paid by the TPO/County in accordance with Section 218.74, Florida Statutes. Resolution of improper payment requests or disputes between the TPO/County and the Consultant will be resolved in accordance with Section 287.76, Florida Statutes.

- First part is okay, but remove county.
- this statute does not appear to exist

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 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.~~

Please check w/ Risk

Commented [BA1]: As design professionals, we do not furnish performance bonds, this is for contractors.

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.

