

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 Patel, Greene, And Associates, LLC, a Florida limited liability company, located at 12570 Telecom Drive, Temple Terrace, Florida 33637 (hereinafter referred to as the “Consultant”), and whose Federal Employer Identification Number is: 45-2209743.

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

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

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

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

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

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

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

1.0 **Term**

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

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

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

2.0 **Services to Be Performed by Consultant**

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

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

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

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

3.0 **Compensation**

3.1 **General**

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

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

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

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

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

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

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

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

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

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

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

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

3.2 Reimbursable

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

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

Sub-Consultant
Pre-approved Equipment

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

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

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

4.0 Insurance

4.1 General Provisions

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

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

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

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

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

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

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

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

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

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

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

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

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

4.3.1 Premises and Operations:

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

4.3.2 Independent Contractors:

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

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

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

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

5.0 **Standard of Care**

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

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

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

Agreement.

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

6.0 **Indemnification**

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

6.2 **Indemnification.**

6.2.1 Consultant shall indemnify and hold harmless the TPO, County, and FDOT, and each of their respective officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

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

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

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

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

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

7.0 Independent Contractor

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

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

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

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

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

8.0 Authority to Practice

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

9.0 Compliance with Laws

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

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

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

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

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

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

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

has made to obtain the information.

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

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

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

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

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

10.0 Public Records Law

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

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

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

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

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

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

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

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

11.0 Compliance with Laws

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

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

12.0 **Subcontracting**

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

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

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

13.0 **Federal and State Taxes**

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

14.0 **Public Entity Crimes**

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

15.0 **TPO's Responsibilities**

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

16.0 **Termination of Agreement**

16.1 This Agreement may be terminated by the Consultant upon thirty (30) days prior written notice to the TPO in the event of substantial failure by the TPO to perform in accordance with the terms of the Agreement through no fault of the Consultant.

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

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

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

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

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

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

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

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

17.0 **Uncontrollable Forces (Force Majeure)**

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

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

18.0 Governing Law and Venue

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

19.0 Non-Discrimination

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

20.0 Waiver

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

further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

21.0 **Severability**

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

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

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

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

22.0 **Entirety of Agreement**

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

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

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

23.0 **Modification**

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

Amendment executed by both parties.

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

24.0 **Successors and Assigns**

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

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

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

25.0 **Contingent Fees**

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

26.0 **Truth-In-Negotiation Certificate**

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

26.2 The said rates and costs shall be adjusted to exclude any significant sums should the TPO determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent

wage rates or due to inaccurate representations of fees paid to outside consultants. The TPO Board shall exercise its rights under this "Certificate" within one (1) year following payment.

27.0 Ownership of Documents

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

28.0 Access and Audits

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

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

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

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

29.0 Notice

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

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

As to Consultant: Patel, Greene, And Associates, LLC
12570 Telecom Drive
Temple Terrace, FL 33637
Attention: Lucas Cruse, 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: Patel, Greene, And Associates, LLC
12570 Telecom Drive
Temple Terrace, FL 33637
Attention: Lucas Cruse, 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: Lucas Crues, AICP

Name: Gordon Greene, 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 Florida 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,

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

Wade Miller 7/13/20
County Attorney's Office Date

ATTEST:

Patel, Greene, And Associates, LLC
a Florida limited liability company

By: Robin Lesatton
Corporate Secretary

By: [Signature]

Robin Lesatton
[Print Name]

Gordon M. Greene
[Print Name]

DATE: 8/4/20

Executive Vice President
[Title]

DATE: 8-4-20

SEAL

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 8/4/2026 (Date) by Gordon M. Greene (Name of officer or agent) as Executive Vice President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☒ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 8/4/2026 (Date).
Melissa Rogers (Official Notary Signature and Notary Seal)
Melissa Rogers (Name of Notary typed, printed or stamped)
 Commission Number HH 822696 Commission Expiration Date 7/12/2030





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

Detail by Entity Name

Florida Limited Liability Company
PATEL, GREENE, AND ASSOCIATES, LLC

Filing Information

Document Number L11000055519
FE/EIN Number 45-2209743
Date Filed 05/11/2011
State FL
Status ACTIVE
Last Event LC NAME CHANGE
Event Date Filed 02/17/2020
Event Effective Date NONE

Principal Address

12570 Telecom Drive
Temple Terrace, FL 33637

Changed: 03/11/2019

Mailing Address

12570 Telecom Drive
Temple Terrace, FL 33637

Changed: 03/11/2019

Registered Agent Name & Address

PATEL, HIREN M
12570 Telecom Drive
Temple Terrace, FL 33637

Address Changed: 03/11/2019

Authorized Person(s) Detail

Name & Address

Title MGRM

PATEL, HIREN M
12570 Telecom Drive
Temple Terrace, FL 33637

Title MGRM

GORDON, GORDON M. JR.
215 E Main Street
Bartow, FL 33830

Title VP

Watson, Robin A
215 E Main Street
Bartow, FL 33830

Title VP/Principal

Lauk, Joseph M
215 E Main Street
Bartow, FL 33830

Title VP/Principal

Losaria, Joseph N
12570 Telecom Drive
Temple Terrace, FL 33637

Title VP

Long, David E
12570 Telecom Drive
Temple Terrace, FL 33637

Title VP

Dunn, Mark R, Jr.
12570 Telecom Drive
Temple Terrace, FL 33637

Title VP

Fung, Johnny
12570 Telecom Drive
Temple Terrace, FL 33637

Title Officer / Director of Landscape Architecture / Associate

DeGaetano, Emilyvette
12570 Telecom Drive
Temple Terrace, FL 33637

Title VP

Yinger, Kenneth
12570 Telecom Drive
Temple Terrace, FL 33637

Title VP

Hawkins, Trevor
12570 Telecom Drive
Temple Terrace, FL 33637

Title VP

Gonzalez, Edward
215 E Main Street
Bartow, FL 33830

Title Associate

Uptegraff, Richard
12570 Telecom Drive
Temple Terrace, FL 33637

Title Associate

Cromwell, Christopher
12570 Telecom Drive
Temple Terrace, FL 33637

Title Associate

Giese, Edward
12570 Telecom Drive
Temple Terrace, FL 33637

Title Associate

McLeod, Peyton
12570 Telecom Drive
Temple Terrace, FL 33637

Title Associate

Conner, Carol
12570 Telecom Drive
Temple Terrace, FL 33637

Title Associate

Batill-Bigler, Katie
12570 Telecom Drive
Temple Terrace, FL 33637

Title Associate

Hitterman, Joseph P
12570 Telecom Drive
Temple Terrace, FL 33637

Title Associate

Cartwright, John
12570 Telecom Drive
Temple Terrace, FL 33637

Title Associate

Monreal, Manuel
215 E Main Street
Bartow, FL 33830

Title Associate

Jones, Jonathan
215 E Main Street
Bartow, FL 33830

Title Associates

Baker, Spencer
12570 Telecom Drive
Temple Terrace, FL 33637

Title Associate

Scott, Erik
12570 Telecom Drive
Temple Terrace, FL 33637

Title Associate

Perry, John
12570 Telecom Drive
Temple Terrace, FL 33637

Title Associate

Howard, Richard
12570 Telecom Drive
Temple Terrace, FL 33637

Title Associate

Cruse, Lucas
12570 Telecom Drive
Temple Terrace, FL 33637

Title Associate

Lauckner, Mark
12570 Telecom Drive
Temple Terrace, FL 33637

Title Associate

Allgire, Dwayne
12570 Telecom Drive
Temple Terrace, FL 33637

Title Associate

Tanner, Dennis
12570 Telecom Drive
Temple Terrace, FL 33637

Title Associate

Goff, Auslin
12570 Telecom Drive
Temple Terrace, FL 33637

Title Associate

Strasheim, Carrie
12570 Telecom Drive
Temple Terrace, FL 33637

Title Associate

Born, Eric
12570 Telecom Drive
Temple Terrace, FL 33637

Title Associate

Ortega-Rosales, Juan
12570 Telecom Drive
Temple Terrace, FL 33637

Title Associate

Smith, Christopher
12570 Telecom Drive
Temple Terrace, FL 33637

Title Associate

Serra, Tomas
12570 Telecom Drive
Temple Terrace, FL 33637

Title Associate

Mednick, Jeffrey
12570 Telecom Drive
Temple Terrace, FL 33637

Title Associate

Polk, Timothy
12570 Telecom Drive
Temple Terrace, FL 33637

Annual Reports

Report Year	Filed Date
2024	01/28/2024
2025	02/08/2025
2026	02/09/2026

Document Images

02/09/2026 - ANNUAL REPORT	View image in PDF format
02/08/2025 - ANNUAL REPORT	View image in PDF format
01/28/2024 - ANNUAL REPORT	View image in PDF format
02/22/2023 - ANNUAL REPORT	View image in PDF format
01/23/2022 - ANNUAL REPORT	View image in PDF format
03/08/2021 - ANNUAL REPORT	View image in PDF format
09/09/2020 - AMENDED ANNUAL REPORT	View image in PDF format

Detail by Entity Name

03/30/2020 – ANNUAL REPORT	View image in PDF format
02/17/2020 – LC Name Change	View image in PDF format
03/11/2019 – ANNUAL REPORT	View image in PDF format
01/17/2018 – ANNUAL REPORT	View image in PDF format
01/16/2017 – ANNUAL REPORT	View image in PDF format
01/22/2016 – ANNUAL REPORT	View image in PDF format
01/19/2015 – ANNUAL REPORT	View image in PDF format
01/24/2014 – ANNUAL REPORT	View image in PDF format
02/11/2013 – ANNUAL REPORT	View image in PDF format
03/05/2012 – ANNUAL REPORT	View image in PDF format
05/11/2011 – Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

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:

CONSULTANT:

By: _____
PRINTED NAME: _____
Its: _____

By: _____
PRINTED NAME: _____
Its: _____

February 6, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM #1

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

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

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

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

Addendum 2 forthcoming.

Tabatha Shirah

Tabatha Shirah

Sr. Procurement Analyst

Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

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

Addendum #1

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

A 1: Selection Committee for this RFP:

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

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

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

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

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

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

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

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

A5: Tab 8.

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

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

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

A7: Yes.

Q8: Can we include hyperlinks within our proposal?

A8: No.

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

- Q9:** Would you be able to provide a bit more detail about which kinds of projects are included under the following Major Types of Work? We want to make sure we're including the appropriate project examples.
- a. Safety and Security Planning
 - b. System connectivity
 - c. Land Planning/Engineering
 - d. Transportation Statistics, including traffic statistics and traffic data collection
 - e. Transportation System Monitoring/Data Collection
 - f. Transportation Improvement Program
- Q9:** Please see RFP Package, Scope of Work – page 8-10.
- Q10:** If we use one project for two separate categories of Major Types of Work, we assume that we have the client fill out a separate survey for both Major Types of Work under which we list the project. Is that correct?
- A10:** As stated in RFP Package, Exhibit 1, page 37: "The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, **one person may evaluate several different jobs.**"
- Q11:** Is it okay to have 11x17 pages?
- A11:** Yes.
- Q12:** Is it okay to have transition pages, cover pages, and a table of contents?
- A12:** Yes.
- Q13:** Is there a limit on number of resumes?
- Q13:** No.
- Q14:** Do you have a preferred way for us to demonstrate our qualifications in Tab 4 – *Interactions with TPO and Regulatory Agency Staff*? Specifically, how would you like us to provide documentation supporting the specialized qualifications of the proposed staff as outlined in RFP 25-687, page 16, Tab 4?
- A14:** Provide a narrative describing the firm's experience and ability to work with the listed agencies. Supporting documentation may include applicable agency certifications. Firms should demonstrate their qualifications to the best of their ability.
- Q15:** For Tab 5 – Timely Completion of Projects: Regarding workload would you prefer that we list the specific current and projected projects along with their anticipated completion dates, or is providing our current and projected staff availability percentages sufficient?
- Q15:** Sufficient, no required format.

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

Addendum #1

- Q16:** Included in the package of attachments from the FTP website are three forms not mentioned in the RFP; Attachment E2 - Competitive Purchase Attorney Cert, Attachment E3 - Competitive Purchase Documentation Form, and Attachment E5 - Competitive Purchase Price Analysis. These forms do not appear to be forms intended for firms submitting on this RFP to fill out. Can you confirm if these forms are supposed to be filled out by the prime firm?
- A16:** The forms mentioned above will be requested from the awarded firm(s).
- Q17:** In Tab 1 – Executive Summary, along with answering bullets (a–c), are we allowed to include a cover letter within the 2-page limit?
- A17:** Yes.
- Q18:** Due to underwriting restrictions, Consultant would need to request the following modifications to the insurance requirements outlined in the RFP General Conditions to be compliant. Consultant needs to clarify that the County would need named as an additional insured on its Commercial General and Auto policies not a “named insured”. Additionally, Consultant, as a design professional, cannot provide broad form contractual liability insurance, cannot apply contractual liability to indemnification, or provide “specifically covering” language. Indemnification provisions cover professional negligence and gross negligence, IP infringement, etc. which are not covered under commercial general liability policies. Consultant can provide contractual liability that is consistent with the contractual liability coverage afforded under the standard ISO GL form. Would the County be amenable?
- A18:** The County will discuss any potential agreement language changes with the awarded firm(s) during negotiations
- Q19:** As currently written, the City's indemnification provision contained in the RFP General Conditions appears to overreach what is enforceable under Fla. Stat. § 725.08. Would the City be amendable to modifying this provision as follows upon any contract award to ensure it is consistent with Fla. Stat. § 725.08?
- A19:** The County will discuss any potential agreement language changes with the awarded firm(s) during negotiations.

February 11, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM #2

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

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

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

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

Tabatha Shirah

Sr. Procurement Analyst

Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

Addendum #2

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

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

Addendum #2

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

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

Q6: Can you provide a sample contract?

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

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

INSURANCE REQUIREMENTS

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

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

Addendum #2

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

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

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

Premises and Operations and Products/Completed Operations;

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

Independent Contractors; Policy must include Separation of Insureds Clause.

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

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

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

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

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

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

Addendum #2

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

Public Entities Crimes Affidavit

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

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

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

whose business address is _____

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

above is _____.
4. I understand that a "public entity crime" as defined in paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1989, because of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in paragraph 287.133(1)(e), Florida Statutes means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bids on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an entity.

Public Entities Crimes Affidavit (continued),

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

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

STATE OF _____

COUNTY OF _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

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

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

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

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

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

☐ YES

☐ NO

NAME OF BUSINESS: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

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

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

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

Name of Consultant

By: _____

Date

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

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

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

VERSIONS

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

Additional Page

[illegible]

Printed Names	Signatures	Date

[illegible]

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
SELECTION COMMITTEE**

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

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

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

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

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

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

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

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

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

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

Selection Committee Members:

Date: _____

Printed Names

Signatures

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

**CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION
PUBLIC OFFICERS/EMPLOYEES**

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

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

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

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

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

[illegible]

[illegible]

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

LOW-BIT-DEPTH OBJECTS

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 organized into three distinct vertical columns, separated by two vertical lines. Each column contains approximately 20 horizontal lines, providing a structured space for writing or drawing.

Printed Names	Signatures	Date

[illegible][illegible]

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

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

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]

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

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

Name of Consultant/Contractor: _____

By: _____

Date: _____

Title: _____

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Attorney Certification to Florida Department of Transportation

(Project Name) _____ (FM#) _____

(Project Description) _____

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

(Agency Name)

By: _____
Attorney

Date: _____

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

Section 1: Sub-recipient Information

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

Section 2: Method of Procurement

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

Section 3: Results of Competitive Purchase Bid Process

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

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

SUMMARY MATRIX OF COMPETITIVE BID RESULTS

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

No Cost/Bid Splitting:

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

Required Documentation:

The following documentation must be provided for a competitive purchase:

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

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

Section 3: FDOT Internal Use Only

Form completed and signed? ☐ Yes ☐ No

Price within competitive purchase limits? ☐ Yes ☐ No

Required documentation attached? ☐ Yes ☐ No

If no, indicate what document is missing:

Additional information needed for competitive purchase approval? ☐ Yes ☐ No

Approved Sub-recipient Internal Procurement Policy Document on file? ☐ Yes ☐ No

Additional comments:

Approved by: _____ Date: _____

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

Section 1: Sub-Recipient Information

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

Section 2: Price Analysis Details

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

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

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

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

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

375-030-33
PROCUREMENT
01/24

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

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

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

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

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

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

Name of Consultant: _____

By: _____ Date: _____

Authorized Signature: _____

Title: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Is this form applicable to your firm?

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

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

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

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

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

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

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

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

375-040-62
PROCUREMENT
01/16

Prime Contractor: _____

Address/Phone Number: _____

Procurement Number: _____

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

1. Federal Tax ID Number: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

6. ☐ DBE
☐ Non-DBE

7. Annual Gross Receipts

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

5. Year Firm Established: _____

1. Federal Tax ID Number: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

6. ☐ DBE
☐ Non-DBE

7. Annual Gross Receipts

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

5. Year Firm Established: _____

1. Federal Tax ID Number: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

6. ☐ DBE
☐ Non-DBE

7. Annual Gross Receipts

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

5. Year Firm Established: _____

1. Federal Tax ID Number: _____

2. Firm Name: _____

3. Phone: _____

4. Address: _____

6. ☐ DBE
☐ Non-DBE

7. Annual Gross Receipts

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

5. Year Firm Established: _____

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

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

Attachment "H"
DBE UTILIZATION FORM

DBE UTILIZATION STATEMENT

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

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

OR

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

DBE PARTICIPATION SCHEDULE

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

DBE IDENTIFICATION AND INFORMATION

Name and Address:

Contact Name and Telephone Number:

Participation Percentage (Of Total Contract Value):

Description of Work To Be Performed:

Ethnicity and Gender of Firm:

DBE IDENTIFICATION AND INFORMATION

Name and Address:

Contact Name and Telephone Number:

Participation Percentage (Of Total Contract Value):

Description of Work To Be Performed:

Ethnicity and Gender of Firm:

Vendor Name:_____.

Vendor Signature:_____.



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

POLICY

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

ARTIFICIAL INTELLIGENCE (AI) POLICY

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

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

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

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



Florida Department of Transportation

**RON DESANTIS
GOVERNOR**

605 Suwannee Street
Tallahassee, FL 32399-0450

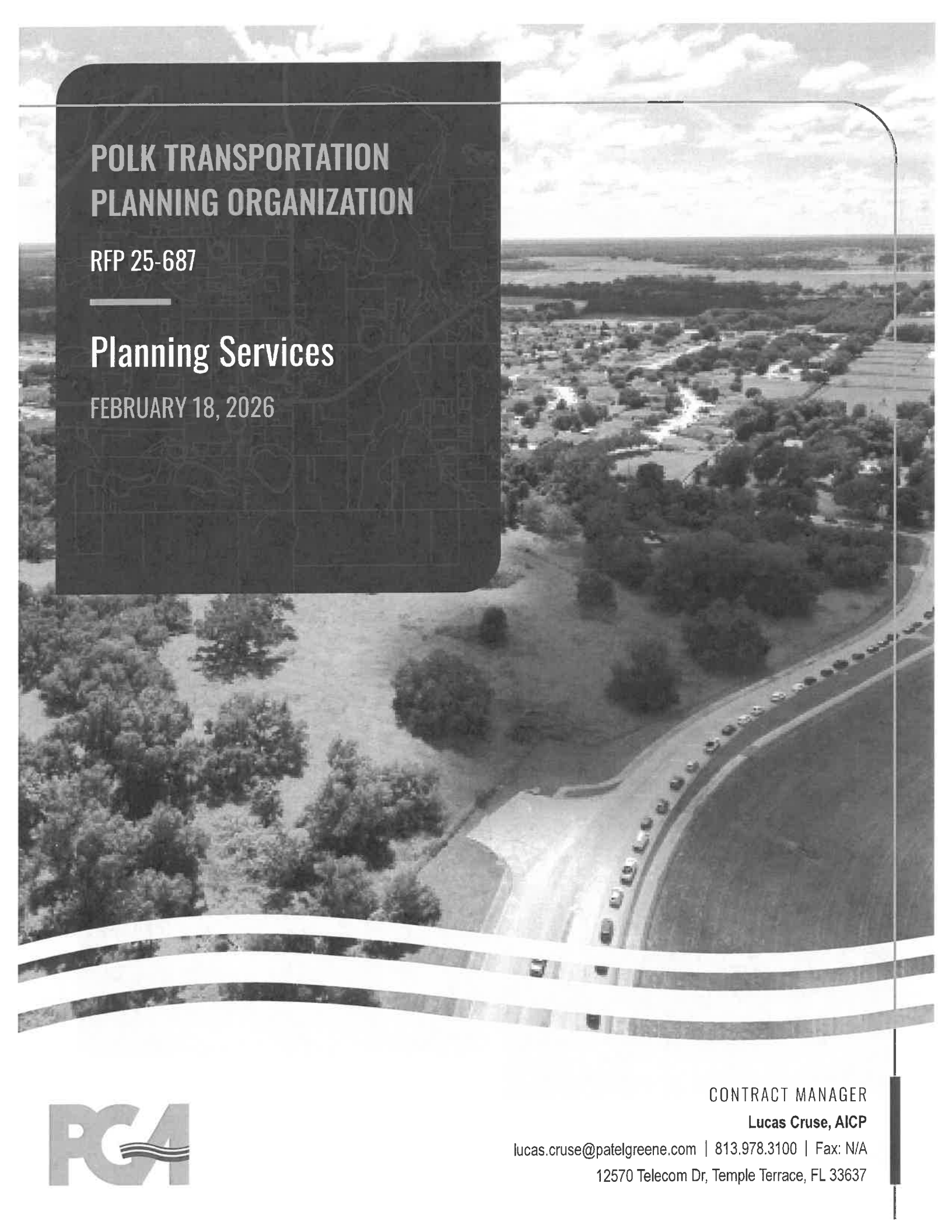
**JARED W. PERDUE, P.E.
SECRETARY**

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

DocuSigned by:

A handwritten signature in black ink, appearing to read "J. Perdue", is written over a horizontal line. Below the signature, the alphanumeric string "862D6B01E4EEA47" is printed in a small font.

Jared W. Perdue, P.E., Secretary



POLK TRANSPORTATION PLANNING ORGANIZATION

RFP 25-687

Planning Services

FEBRUARY 18, 2026



CONTRACT MANAGER

Lucas Cruse, AICP

lucas.cruse@patelgreene.com | 813.978.3100 | Fax: N/A

12570 Telecom Dr, Temple Terrace, FL 33637

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OUR MISSION

*WE EXIST TO ELEVATE OUR FAMILIES,
COMMUNITIES, AND PROFESSION.*



Executive Summary



— EXECUTIVE SUMMARY

PGA CONTACT INFORMATION

Patel, Greene and Associates, LLC
215 East Main Street
Bartow, FL 33830

CONTRACT MANAGER

Lucas Cruse, AICP
Lucas.Cruse@patelgreene.com
(813) 978-3100

PRINCIPAL-IN-CHARGE

Gordon Greene, PE
gordon.greene@patelgreene.com
(863) 533-7317

PGA HISTORY AND ORGANIZATION

Founded in 2011 in Polk County by Hiren Patel, PE and Gordon Greene, PE, **Patel, Greene and Associates, LLC (PGA)** has grown tremendously over its **14-year history**, with seven offices across the state and over 155 staff (**134 full-time employees**). While our capacity has expanded, our approach has remained the same: pragmatic, collaborative, and highly responsive to our clients' needs. PGA is a minority-owned business that offers the depth required for complex, multidisciplinary assignments and the accessibility expected of a trusted local consultant. With a strong Central Florida history and presence, work on this contract will be led from our Main Street Bartow, Temple Terrace, and Orlando offices.

WHY PGA

We are ready to support you. PGA is prepared to serve as a reliable extension of Polk Transportation Planning Organization (TPO) staff, providing timely, high-quality, and adaptable planning support that advances Polk County's multimodal transportation goals to improve efficiency and safety for all users. PGA has extensive expertise in planning, PD&E, roadway, drainage, traffic & ITS, and structures design, as well as GIS, environmental, landscape architecture, civil site, CEI, utility coordination, and facilities preservation. This comprehensive transportation expertise allows our planning staff to draw directly from in-house technical resources, ensuring practical recommendations and efficient production support that integrates seamlessly with TPO staff and other consultants.

We bring local and relevant experience. PGA offers a responsive, experienced, and locally grounded team that understands the TPO's role and workload demands. Our team brings decades of experience serving as MPO staff in other states and working with Florida MPOs and TPOs, including the Polk TPO and their implementing partners. **Contract Manager Lucas Cruse, AICP** formerly served as MPO staff in New Mexico, served as staff for the City of St. Petersburg, recently led the LAP-funded and award-winning Lake Hancock Trails Master Plan for Polk County, and is currently managing a continuing services contract for the City of Bartow. **Deputy Contract Manager Peyton McLeod, PTP** has a work history with the Polk TPO that spans more than two decades, dating to the bicycle, pedestrian, and transit elements of the 2030 Long Range Transportation Plan (LRTP). He also serves as a technical lead on the SunRail Expansion PD&E study for FDOT District One and will be supporting the Intermodal Passenger Rail Station Feasibility Study alongside much of this proposed project team.

We keep the community's vision in focus. An essential function of the TPO is providing timely guidance and tools for local jurisdictions and partners, translating the community's needs and vision into actionable projects. The emphasis of our support under this contract will be to enhance public understanding of the TPO process, support decisions with transparent fact-based analysis, and encourage cooperation in performing that function. Many of us live and work in Polk County, and we are excited about the opportunity to dedicate our professional expertise to strengthening those relationships and helping needed projects move forward.

— ACTIVE INCORPORATION DOCUMENTS

State of Florida

Department of State

I certify from the records of this office that PATEL, GREENE, AND ASSOCIATES, LLC is a limited liability company organized under the laws of the State of Florida, filed on May 11, 2011.

The document number of this limited liability company is L11000055519.

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 February 9, 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 Ninth day of February, 2026*




Secretary of State

Tracking Number: 0311258608CC

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

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

— PGA LICENSES



From: Katherine Anderson <KAnderson@fbpe.org>
Sent: Wednesday, February 24, 2021 3:43 PM
To: Robin Watson <Robin.Watson@patelgreene.com>
Subject: RE: Renewing Engineers License for Company

CAUTION: This email originated from outside the organization. Use caution with links and attachments.

Firms are no longer required to be renewed. As of October 1, 2019 Certificate of Authorization licenses are now referred to as firm registrations. Firm registrations never expire, there will never be fees due, and there are no longer any physical documents available. There is no license to print as it is no longer a license; just a registration. Once on the registry, your firm will remain "current" as long as it is qualified by a PE until you request to have it closed.

Katherine Anderson
 Digital Records & Records Management Administrator



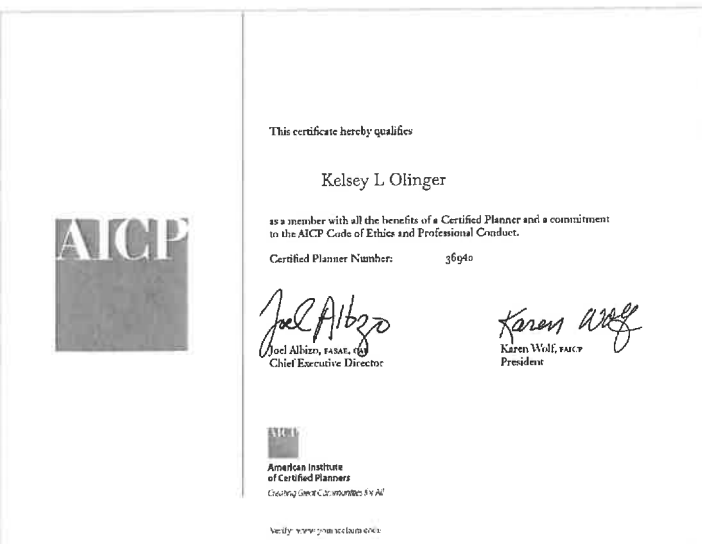
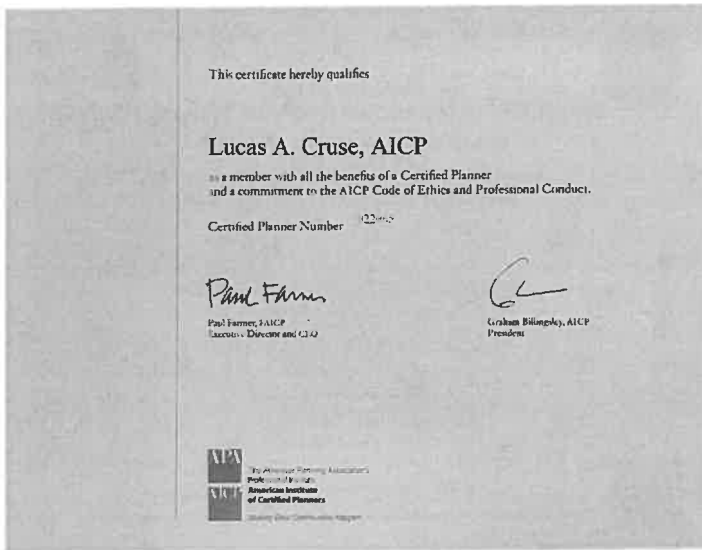
FBPE
 FLORIDA BOARD OF
 PROFESSIONAL ENGINEERS



Laserfiche
 CERTIFIED

2639 North Monroe Street, Suite B-112
 Tallahassee, FL 32303
 Phone: 850.521.0500 ext. 110
 Fax: 850.521.0521
 Email: kanderson@fbpe.org
www.fbpe.org

— PGA KEY STAFF CERTIFICATIONS



— PGA KEY STAFF

This certificate hereby qualifies

Ryan Wenger

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 34963

Joel Albizo
Joel Albizo, P.A.S.A.E., C.A.P.
Chief Executive Director

Karen Wolf
Karen Wolf, AICP
President




American Institute of Certified Planners
Creating Great Communities for All

Verify: www.youracslife.com/

Ron DeSantis, Governor
Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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

KOLOUSHANI, MOHAMMADREZA
1894 MERCHANTS ROW BLVD
APT 1425
TALLAHASSEE FL 32311

LICENSE NUMBER: PE102626
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com



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Ron DeSantis, Governor
Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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JONES, JONATHAN ANDREW
1119 HALLAMWOOD TRAIL S
LAKELAND FL 33813

LICENSE NUMBER: PE92243
EXPIRATION DATE: FEBRUARY 28, 2027
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Melanie S. Griffin, Secretary



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BOARD OF PROFESSIONAL ENGINEERS

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MILLER, MEGAN SAMANTHA
215 E MAIN ST
BARTOW FL 33830

LICENSE NUMBER: PE95779
EXPIRATION DATE: FEBRUARY 28, 2027
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BOARD OF PROFESSIONAL ENGINEERS

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SANCHEZ, GERALDO JOSE
2074 NERVARD
WINTER GARDEN FL 34787

LICENSE NUMBER: PE74538
EXPIRATION DATE: FEBRUARY 28, 2027
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The Transportation Professional Certification Board

Certifies that

Geraldo Sanchez, P.E., PTOE
successfully holds the Professional Traffic Operations Engineer* certification

Original Certification Date: 11/13/2024
Certification Valid Through: 11/13/2027

Steve Kuciamba
Steve Kuciamba,
Executive Director and CEO

Joseph C. Balskus
Joseph C. Balskus, P.E., PTOE, RSP1
TPCB Chair

Certification Number: 5835



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 23, 2025

Hiren Patel, President
PATEL, GREENE AND ASSOCIATES, LLC
12570 Telecom Drive
Temple Terrace, FL 33637

Dear Mr. Patel:

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 (PDE) 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

5.4 - Bridge Load Rating

6.1 - Traffic Engineering Studies

6.2 - Traffic Signal Timing

6.3.1 - Intelligent Transportation Systems Analysis and Design

6.3.2 - Intelligent Transportation Systems Implementation

6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications

7.1 - Signing, Pavement Marking and Channelization

7.2 - Lighting

7.3 - Signalization

10.1 - Roadway Construction Engineering Inspection

10.3 - Construction Materials 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

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 marie.castaneda@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

A handwritten signature in black ink that reads "Marie Castaneda". The signature is written in a cursive, flowing style.

Marie Castaneda
Professional Services Qualification Administrator

MC/cbhk

Proposers Incorporation Information

(Submittal Page)

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

Company Name: Patel, Greene and Associates, LLC

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

TIN #: 45-2209743

Address: 12570 Telecom Drive

City: Temple Terrace

State: FL

Zip Code: 33637

County: Hillsborough

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

Contact Person: Lucas Cruse

Phone Number: 813.978.3100

Cell Phone Number: 503.312.1881

Email Address: lucas.cruse@patelgreene.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: Florida

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

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

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

Patel, Greene & Associates, LLC

2 Business name/disregarded entity name, if different from above

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

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

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

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

☐ Other (see instructions) ►

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.

12570 Telecom Drive

6 City, state, and ZIP code

Temple Terrace, FL 33637

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

4	5	-	2	2	0	9	7	4	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

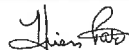
Under penalties of perjury, I certify that:

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

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

**Sign
Here**

Signature of
U.S. person ►



Date ► 8/12/25

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

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

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

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: Patel, Greene and Associates, LLC

Signature: [Signature]

Title: Executive Vice President

Date: 02/03/2026

State of: Florida

County of: Hillsborough

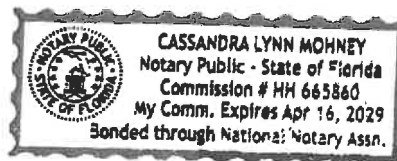
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3 day of February, 2026 by Gordon Greene (name) as Exec. VP (title of officer) of Patel, Greene and Assoc (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: [Signature]

Printed Name of Notary Public: Cassandra Mohny

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.

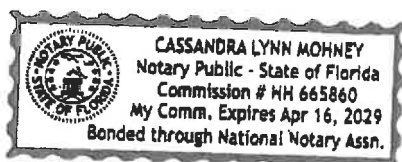
Executed this 3 day of February, 2026

ATTEST:

By: [Signature]
 PRINTED NAME: Cassandra Mohney
 Its: Admin Assistant

CONSULTANT:

By: [Signature]
 PRINTED NAME: GORDON M. GREENE
 Its: Exec. Vice President



Approach to Project



— APPROACH TO PROJECT

Our goal for this contract is simple: to act as a seamless extension of your staff as you deliver the TPO's Unified Planning Work Program (UPWP). We intend to provide responsive services and high-quality deliverables to help the TPO staff and Board create a safer and better-connected Polk County that is prepared for its future needs. **Patel, Greene and Associates (PGA)** is a multi-disciplinary firm of planners, engineers, designers, landscape architects, and environmental professionals. While we anticipate most of your needs will be met by PGA's Planning Group, you will have access to our entire firm and the partners we have assembled as part of the team, including **Fehr & Peers, FuturePlan, HDR, Quality Counts, VHB, and Volkert**. Our focus is on collaboration to deliver processes and plans that lead to implementation.

An essential part of planning is listening and then distilling key themes and details. Reflecting that approach, we have identified **five key themes**, within which, PGA is primed to support all 20 of the TPO's RFP-identified major types of work: **core TPO functions support, systems and policy planning, implementation planning, transit planning, and transportation and traffic data management**. These major work type themes are mirrored in our proposed organizational chart, and our capabilities to perform the services are described in more detail below.

CORE TPO FUNCTIONS SUPPORT

The PGA Team has experience preparing each of the TPO guiding documents required by federal regulations. Your 2050 Long Range Transportation Plan was recently adopted. We understand your needs should amendments arise and when new modal/topic-specific plans are developed as the TPO turns its attention to the upcoming 2055 LRTP.

PGA is prepared to expand delivery of the outreach strategies outlined in the TPO's Public Participation Plan. We strive to make access to information and opportunities to share experiences and ideas as open as possible. Our team's Contract Manager (CM), **Lucas Cruse, AICP**, developed targeted transportation safety messaging and videos as part of FDOT's Alert Today Alive Tomorrow campaign. We utilize research-based best practices to craft and deliver data-driven messages using social media outreach approaches and local knowledge to inform the most effective times and locations to conduct the in-person outreach appropriate for each program or project. Sometimes this means meeting people where they already are through social media and community events that draw residents, rather than relying on people to set aside time to attend one-off formal public meetings.

PGA's **Kelsey Olinger, AICP** supports the Planning & Environmental Management Office at FDOT District Seven as an in-house consultant to develop and foster relationships between FDOT and other government agencies. This requires significant involvement with elected officials and MPOs. PGA manages planning consistency evaluations for NEPA compliance and

ensures documents meet federal requirements. We are also the primary point of contact for road jurisdictional transfers and federal reimbursement for local agencies during emergency weather events. In a project management capacity, we are involved in scope development, federal contract management, joint participation agreements with local agencies, and aligning development plans with state programming priorities.

Sharing timely project status details can help reinforce the TPO's role and value in supporting regional coordination. PGA leverages ArcGIS custom dashboards and ArcGIS Experience Builder to transform complex datasets into actionable insights for planning and policy purposes. We are prepared to help the TPO create an interactive map component for your Transportation Improvement Program (TIP) to help communicate with partner agencies and the public.

The TPO provides guidance to local elected officials and jurisdictions on how to target and apply for project implementation funding. PGA has prepared these applications on behalf of local agencies, and we thoroughly understand the process and data requirements. We go beyond checking the boxes, as demonstrated by our work to support the City of Bartow's applications to fund the Fort Fraser Trail overpass at SR 60 and the connecting Jackson Ave Safety Study. Further, we supported the Hillsborough TPO's efforts to explore eligibility requirements and flexibility within the funding sources as part of developing their 2050 LRTP. PGA is keen to help the TPO develop and enhance the resources and guidance tailored to the typical funding sources and applications most suited to the local jurisdictions in Polk County.

SYSTEMS AND POLICY PLANNING

PGA has successfully guided local agencies to develop implementable transportation and safety master plans, having created inaugural and updated plans for communities across Florida. Notable recent examples include the City of Winter Park Transportation Master Plan, Indian River County

MPO's Bicycle and Pedestrian Master Plan, and the Manatee County Trailways Master Plan. Nearly every transportation study, plan, or design features safety as a core objective. And yet, significant improvement to safety outcomes remains elusive. Most people intuitively understand that speed is one of the critical factors that influence the prevalence and severity of traffic crashes, yet many roads were designed with a perspective of prioritizing the speed of motor vehicles over safety. The PGA Team fully understands and endorses the importance of following a Safe System Approach and designing to achieve Target Speeds as defined in the FDOT Design Manual. When driver behavior inevitably results in miscalculations, roadway design improvements developed following a Safe System Approach can reduce the resulting crash severity. The planners and engineers at PGA are especially attuned to implementing systemic design elements and policies that are based on a positive vision of success rather than chasing crashes with piecemeal countermeasures.

While prioritizing safety, we understand that managing congestion in Polk County is also a priority. We developed a comprehensive Congestion Management Process and Plan for the Hillsborough TPO and lead the Congestion Management Multimodal Planning (C3MP) Initiative with FDOT District One. We can use this experience to develop a data-driven approach to managing congestion in different circumstances and in different contexts.

We often hear stakeholders address a disconnect between safety data and project decisions; one example is whether to stripe bike lanes on higher speed roadways. PGA is adept at addressing these nuanced concerns by applying Level of Traffic Stress (LTS) for bicycle and pedestrian facilities, a metric that evaluates how comfortable and safe a corridor feels for active users. In developing system-level plans, PGA's approach integrates crash data, roadway characteristics, and multimodal performance metrics to identify high-priority corridors and inform policy decisions. We have developed a GIS-based LTS application using the FDOT Multimodal Quality/Level of Service Handbook, quickly generating LTS scores that can be used to qualitatively assess both existing conditions and proposed alternatives. By applying LTS at both network and corridor levels, PGA helps agencies prioritize investments, enhance safety, and promote a connected transportation system based on the types of facilities that residents want to use.

Incorporating the recommendations of long range plans into current projects demands that the adopted plans all agree and provide the appropriate level of guidance. We have experience marrying comprehensive plans and their land development policies with the L RTP to ensure that both are looking toward similar futures. We have also worked with MPOs to develop and analyze land use scenarios such as what happens to county resources and infrastructure when growth continues as is, when it is focused along corridors with capacity, or when it is centered around identified transit corridors. Another context where we set up network-level planning for successful implementation is the alignment of impact fees with needed projects. Supporting the update of Plant City's Mobility

Fee, PGA researched and compiled planned multimodal transportation projects that are eligible for funding as sourced from existing documents, plans, and studies. We worked with the Hillsborough TPO to coordinate planning efforts to ensure the list of eligible projects matched regional plans. At the end of the transportation-land use integration process, we have experience with land development review and the challenges faced by planners when using the adopted policies in practice. We therefore know how to avoid common pitfalls so that long-term recommendations may be incorporated into future projects as envisioned.

IMPLEMENTATION PLANNING

The communities we assist want tangible solutions to their transportation challenges. They often support transformative changes when the resulting recommendations are responsive to their concerns, can be clearly visualized, and are supported with thorough analysis. We leverage data, active listening, thorough understanding of the design criteria, and intuitive observations of each location's needs to develop implementable design concepts. A notable recent example is the Lake Hancock Trails Master Plan, a LAP-funded project completed for Polk County Parks and Recreation, which resulted in a clear and community-supported vision of connected trails along with the details needed to advance the recommended projects through the project development stages to follow.

Our design concepts are communicated with compelling graphics and accurate planning-level cost estimates, so the community can make informed decisions when committing their limited resources. Our team supplements concept plans with contextual GIS layers such as crash data and multimodal assets to highlight trends and support data-driven prioritization strategies. Going beyond static concept graphics or maps, PGA's GIS solutions incorporate 3D visualizations and windows to view alternative concepts concurrently. This helps agencies evaluate potential improvements, trade-offs, and design impacts. We are currently using these advanced GIS tools to screen alternatives for the El Conquistador Pkwy Corridor Study in

Manatee County. Through these scalable, transparent, and decision-focused GIS platforms, PGA strengthens public engagement and ensures transportation investments are informed, effective, and responsive to community needs.

Our collaborative approach convenes expertise across disciplines to ensure that design concepts are implementable. For example, PGA has well-established PD&E and environmental groups with experience conducting environmental screenings and clearance for projects of all scales. We are prepared to provide background data and preliminary analysis of the impact on threatened and endangered species, riparian and wetlands areas, cultural and historical resources, and other similar environmental resources as required by NEPA. While working on the School Ave Greenway Extension Feasibility Study in Sarasota, we incorporated community feedback into trail concept design by adding a performance measure to preserve the tree canopy—an innovative solution that aligned local priorities without increasing costs.

We applaud the TPO's progress towards adopting a Polk Vision Zero Action Plan. PGA is ready and able to help implement the plan recommendations. We can lead Roadway Safety Audits, public education campaigns, and corridor studies on priority segments of the High Injury Network, resulting in a range of implementable countermeasures. PGA's **Mary Weber** has extensive experience leading local Community Traffic Safety Teams (CTST) in FDOT District One, which includes law enforcement, FDOT, and other local representatives. We actively seek participation and support from these partners when developing conceptual design solutions, so they are a part of the project conversation from the early stages, and the tradeoffs of safety related countermeasures can be discussed, refined, and implemented.

TRANSIT PLANNING

Through his part-time in-house staff augmentation role with FDOT District One, PGA's **Peyton McLeod, PTP** has been heavily involved with transit planning initiatives in Polk County. Peyton is the technical lead for the Congestion Management Multimodal Planning (C3MP) Initiative, coordinating and leading meetings between transit agencies and MPOs, and reviewing and approving Transit Development Plans (TDPs) and associated annual progress reports. Correspondingly, Peyton has a strong working relationship with Citrus Connection's planning staff. He also develops scopes for special transit projects, provides technical assistance for transit projects managed by FDOT, and serves as a transit liaison between modal development and other District departments. Example applications include both the Transit Concept & Alternatives Review (TCAR) study and the ongoing PD&E study for the proposed Polk County SunRail Extension.

Enhanced MPO-transit agency coordination is a primary component of the new Florida Administrative Code for transit development plans. Peyton was heavily involved in both creating the revised Florida Administrative Code Rule 14-73 and developing the associated TDP Handbook. We are well positioned to guide the TPO through the new requirements, which include enhanced MPO long range planning collaboration and project prioritization methodologies. We can also lead

TDP annual updates, the content of which is also impacted by the new code language.

Within the realm of transportation disadvantaged planning, PGA and teaming partner Fehr & Peers worked together to conduct the annual evaluation of Hillsborough County's Community Transportation Coordinator for the Hillsborough TPO.

PGA's CM, **Lucas Cruse, AICP**, brings national experience with developing plans for multimodal access and land development surrounding high-capacity transit stations in the contexts of both suburban commuter hubs and downtown cores. As staff for the Santa Fe MPO, he led the analysis used to support selecting station locations for the New Mexico Rail Runner Express commuter rail system. In a prior consultant role, he led the development of concept plans for multimodal access and circulation improvements at multiple Washington DC Metrorail stations. As staff for the City of St. Petersburg, he more recently helped implement the Sun Runner Bus Rapid Transit system through the planning and implementation stages, with a special emphasis on design of the dedicated bus lanes and safe pedestrian access to the premium stop facilities.

Multimodal access/connectivity is the centerpiece of PGA's planning practice. Safe and convenient access to Polk County's future transit hubs by all modes of travel will be an important element in overall viability and ridership potential. Based on preparing multimodal access to transit studies for Florida agencies including Hillsborough County, the City of Orlando, and the Pinellas Suncoast Transit Authority, PGA understands the key considerations for evaluating transit hub locations. These include infrastructure needed to access the site, land use mix and potential for development (specifically any land use regulation changes needed to support Transit-Oriented Development), safety and connectivity of bicycle/pedestrian facilities (bicycle/pedestrian LTS, roadway crossing safety, and directness of access pathways), integration with local public transit via route modifications and transfers, and local community input.

TRANSPORTATION AND TRAFFIC DATA MANAGEMENT

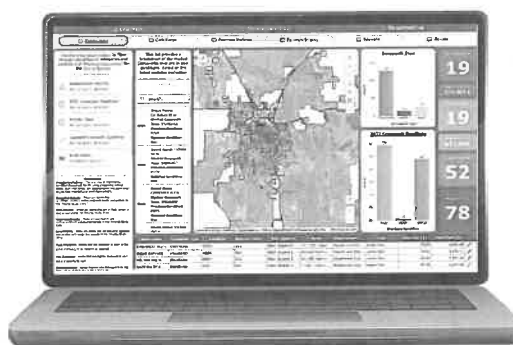
The PGA Team brings expertise needed to collect, analyze, display, and effectively use transportation and traffic data. This ranges from supporting typical corridor or traffic impact studies, network modeling for system-level analysis, and laying the groundwork for initiatives such as TSM&O strategies or automated and connected vehicles. Our transportation planning team finds new ways to deliver value through advanced technologies such as close-call video analysis and GIS dashboards.

Our team can provide comprehensive traffic count services utilizing advanced video-based technologies and AI-powered processing tools to deliver accurate, reliable data for transportation planning. We have a scalable approach that includes turning movement counts, multimodal volume studies, and intersection analyses, all supported by custom reporting and rigorous QA/QC protocols to meet agency-specific requirements. PGA supported the Hillsborough TPO's need for updated traffic data. The initiative included collecting 48-hour traffic counts at 440 strategic locations as well as multimodal counts collected via video at 88 locations on the High Injury Network. The analysis incorporated roadway characteristics and attributes, converting raw counts to Average Annual Daily Traffic, and assigning level of service ratings, providing valuable insights for future infrastructure investments and policy decisions. These counts were essential for refining the Tampa Bay Regional Planning Model and informing the TPO's 2050 LRTP.

In all cases, we make data usable through visualizations and dashboards that automate data processing to enable comparative scenario evaluation and real-time updates. These tools streamline workflows and enable clear communication of planning recommendations to stakeholders. The value of the data is compounded by the development of GIS-based tools that support efficient, data-driven decision-making. For the City of Bartow, PGA created a GIS portal and dashboard that consolidates the city's transportation data into a single, easy-to-use platform. This system allows city staff to track the conditions of transportation assets and make real time inventory updates from the field, helping them identify maintenance needs and prioritize safety improvements. We also developed a streamlined approach to review and address public safety concerns with data that includes a template for collecting the needed data and completing crash analysis and stop sign warrants.

— MANAGEMENT OF THE PROJECT TEAM

Project success and cost efficiency are rooted in thoughtful planning, clear communication, collaborative innovation, and quality work. The PGA Team is prepared to deliver exceptional value through a disciplined, transparent, and responsive approach to managing project schedules and costs.



— The City of Bartow's data collection dashboard

PGA views the Polk TPO as a client of choice for our firm, and we're eager to continue building a lasting working relationships with you and your partners. This contract will fit seamlessly into the total workload of the PGA Team, details of which are included in Tab 5 of this proposal. We have extensive experience with continuing services contracts and know that the project approach and resources allocated will

be unique to each specific assignment. The PGA Team will work with the TPO's project manager to quickly develop a scope of services, schedule, and fee, and assemble the expertise that will most efficiently accomplish the goals for the assignment. We will craft scopes and fees based on our experience, aiming to

be as realistic as possible. We understand where the hidden pitfalls can be, and we are honest about the level of effort required for different tasks. Our problem-solving skills, with your help, will develop the right approach to meet these needs.

Our Quality Assurance Quality Control (QA/QC) process is second to none in this industry. Every deliverable undergoes a rigorous five-step review process to ensure you get the

highest quality work, and the taxpayers of Polk County receive the best value for their investments. The time for QC is embedded into all project deliverable schedules. The QA/QC process also helps us stay on budget, tasks do not have to be redone, and client review periods can be shortened. We will save you time and money.



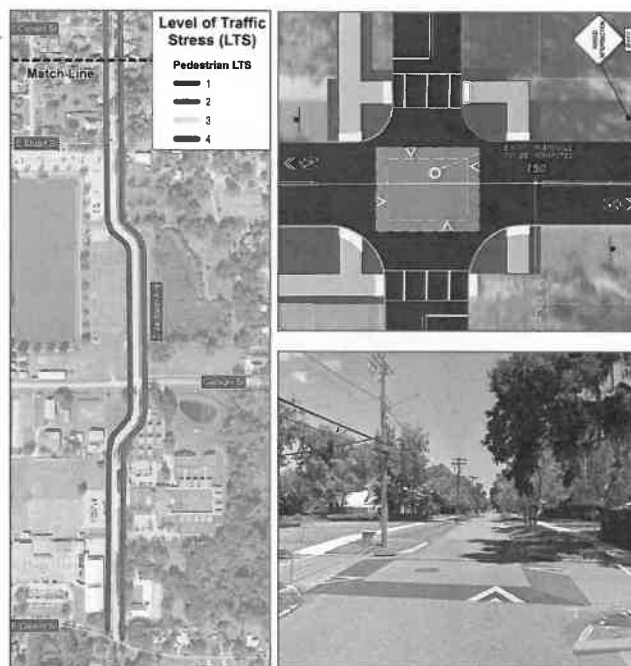
To reiterate, our goal for this contract is to be a seamless extension of TPO staff and support delivery of your UPWP. We will manage the project team with clear communication, proactive collaboration, and delivery of high quality products.

Experience, Expertise, Personnel & Technical Resources



JACKSON AVE SAFETY STUDY

- Location:** City of Bartow
- Size:** 1.3 miles **Cost:** \$79,642
- Representative:** Billy Groover
450 N Wilson Ave
Bartow, FL 33830
863-534-0122 Ext. 3504
bgroover.fleet@cityofbartow.net
- Dates:** 2024-2025 | Completed on schedule
- Responsibility:** Prime Consultant
- Key Staff:** Lucas Cruse, AICP - Project Manager
Gordon Greene, PE - Principal-in-Charge
Gabriel Gonzalez, Jr., EI - Planner
Ryan Wenger, AICP - Planner
Mohammadreza Koloushani, PhD, PE,
RSP1 - Safety Analysis
Jonathan Jones, PE - Roadway Engineer
Megan Miller, PE - Roadway Engineer
- Subconsultants:** Quality Counts
- Budget:** \$79,642 | Completed within budget
- Extensions:** N/A



— Level of stress study highlighting a portion of the corridor (left), and one of the proposed improvements, a raised intersection, (right).

PROJECT DESCRIPTION:

In March 2024, the Bartow community experienced a tragic loss when a student, Zachariah Mark Clabaugh, was killed at the intersection of S Jackson Ave and E Pearl St while walking to school. This event sparked a community-wide desire to evaluate and enhance safety for people walking and biking along the S Jackson Ave corridor. This study assessed traffic safety conditions along the 1.3-mile corridor of S Jackson Ave between E Clower St/E Soledad Avenida and E Main St.

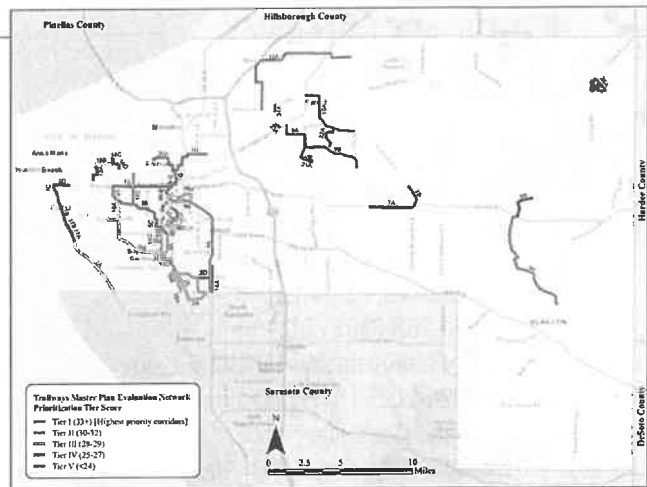
The effort evaluated operations and existing facilities to identify roadway configuration changes that can moderate motor vehicle speeds and improve conditions for people walking and bicycling. Existing conditions along the corridor were reviewed including facilities, traffic patterns, pedestrian and bicyclist experience, and crash history. Specific attention was paid to reviewing and addressing school access, intersection traffic control, sidewalk network gaps, bicycle travel, and identifying overall traffic calming strategies. The existing conditions evaluations revealed a number of safety concerns along the corridor which directly informed the resulting recommendations. The recommendations are to fill gaps in the sidewalk network, add enhanced pedestrian crossings, add speed management elements at intersections, and add facilities for bicyclists.

The proposed recommendations were divided into phases that would progressively add infrastructure to the corridor, allowing the costs and cumulative impacts of speed reduction countermeasures to be spread over a longer period of time. An implementation section detailed an action plan to advance the recommendations with planning-level cost estimates, funding options, and design guidance.

A second project phase conducted additional public involvement, developed additional design concept materials, and prepared an application for project funding through the Polk Transportation Planning Organization.

TRAILWAYS MASTER PLAN

- Location:** Manatee County
- Size:** +140 miles **Cost:** \$139,936
- Representative:** Clarke Davis
1112 Manatee Ave West
Bradenton, FL 34205
941-708-7450 x7272
clarke.davis@mymanatee.org
- Dates:** 2021-2023 | Completed on schedule
- Responsibility:** Prime Consultant
- Key Staff:** Peyton McLeod, PTP - Project Manager
Lucas Cruse, AICP - Senior Planner
Gabriel Gonzalez, Jr., EI - Planner
- Subconsultants:** N/A
- Budget:** \$139,936 | Completed within budget
- Extensions:** N/A



— Prioritization project map from the 2023 Trailways Master Plan



— Future trail corridor along former railroad, Parrish Spur northeast of Palmetto

PROJECT DESCRIPTION:

Manatee County Public Works, Transportation Planning Division, initiated the Trailways Master Plan to create a connected countywide system of trails that enhances quality of life, promotes a unique sense of place, and supports economic investment. The vision is to develop a world-class network of trails that link people and destinations while encouraging active transportation and recreation.

PGA led the development of the Master Plan, beginning with a comprehensive baseline report documenting the existing and committed trail network, identifying successful practices and policies, and establishing performance measures to guide a data-driven planning process. PGA facilitated two countywide public workshops to inform residents about the plan's purpose and goals and to gather feedback on opportunities and constraints. This input shaped the proposed network of 26 trails totaling more than 140 miles. The network was prioritized using objective performance measures aligned with the County's overarching goals, resulting in a framework and implementation timelines. PGA also prepared design guidelines to ensure consistency and quality as the network is built.

The Trailways Master Plan provides a clear roadmap for creating a connected, multimodal trail system that improves mobility and livability. The plan includes prioritized projects, design guidance, cost estimates, potential funding sources, and strategies for trail-supportive programs and long-term maintenance. By combining technical analysis, stakeholder engagement, and innovative design standards, PGA delivered a plan that positions Manatee County to implement a trail network that fosters community health, economic growth, and a strong sense of place.



— Typical trail design through a natural area

SCHOOL AVE GREENWAY EXTENSION FEASIBILITY STUDY

Location: City of Sarasota

Size: 0.44 miles **Cost:** \$199,906

Representative: Corinne Arriaga, AICP, CPH
1575 Second Street, 4th Floor
Sarasota, FL 34236
941.263.6362

Dates: 2024-2025 | Completed on schedule

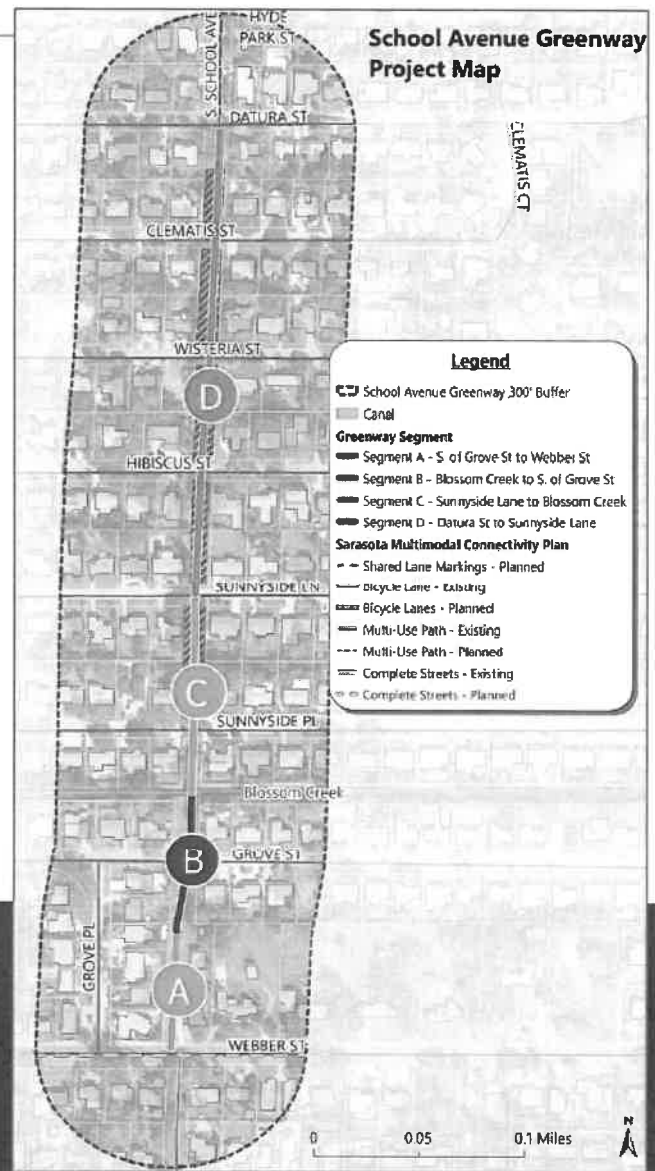
Responsibility: Prime Consultant

Key Staff: Katie Habgood, AICP - Project Manager
Lucas Cruse, AICP - Senior Planner
Peyton McLeod, PTP - Senior Planner
Ryan Wenger, AICP - Planner
Gabriel Gonzalez, Jr., EI - Planner

Subconsultants: N/A

Budget: \$199,906 | Completed within budget

Extensions: N/A



— The School Avenue Greenway Project Map

PROJECT DESCRIPTION:

This project evaluated the feasibility of and developed the conceptual design for extending the School Ave Multi-Use Recreational Trail (MURT) from Webber Ave to Datura St, as outlined in the City's Capital Improvement Plan and Sarasota in Motion. The proposed extension offers a low-stress, off-road alternative to US 41 for people walking, biking, or rolling, improving access to key destinations such as Westfield Mall, Arlington Park, and Sarasota High School. The study included two rounds of public meetings, a Visual Preference Survey, concept visualizations, and online engagement to ensure broad stakeholder input.



— The project team visits the site



— A public meeting for the School Ave Greenway Extension

WINTER PARK TRANSPORTATION MASTER PLAN

Location: City of Winter Park

Size: Citywide **Cost:** \$250,000

Representative: Charles Ramdatt
401 South Park Ave
Winter Park, FL 32789
407.599.3242

cramdatt@cityofwinterpark.org

Dates: 2022-2023 | Completed on schedule

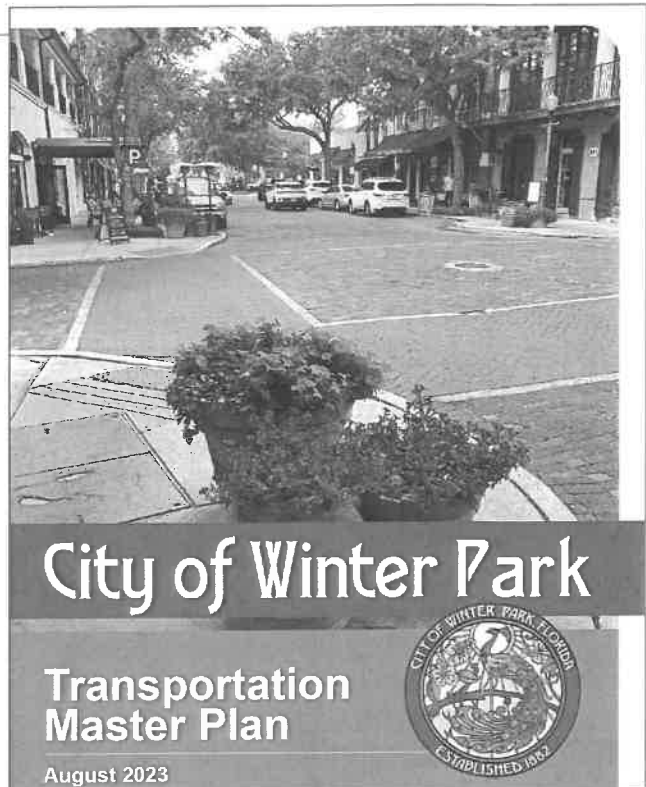
Responsibility: Prime Consultant

Key Staff: Lucas Cruse, AICP - Project Manager
Peyton McLeod, PTP - Senior Planner
Katie Habgood, AICP - Senior Planner
Ryan Wenger, AICP - Planner
Gabriel Gonzalez, Jr., EI - Planner
Geraldo Sanchez, PE, PTOE - Sr Traffic Engineer

Subconsultants: S&ME

Budget: \$250,000 | Completed within budget

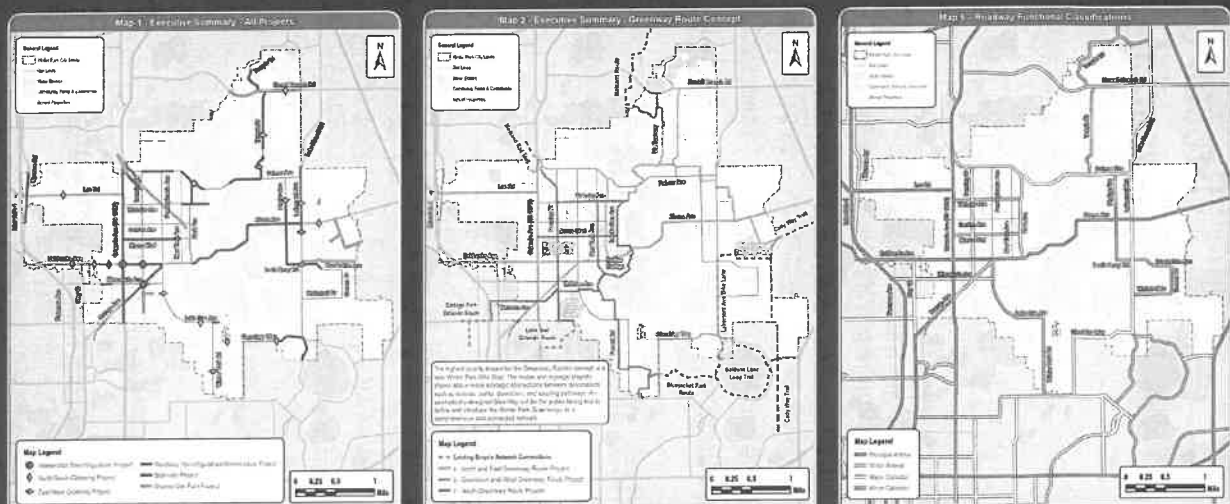
Extensions: N/A



— The cover of the City's Transportation Master Plan

PROJECT DESCRIPTION:

PGA led the preparation of the City of Winter Park's Transportation Master Plan, which is serving as a long range document guiding the City's investments in multimodal transportation projects over the next 20 years. The plan serves as a framework for implementing the multimodal transportation impact fee. Key tasks of the Transportation Master Plan included an evaluation of baseline conditions, mode-by-mode updates of the information developed in the Mobility Plan, a prioritized list of projects to include planning-level cost estimates, a new section focused on current and emerging transportation technologies, and all associated meetings and documentation. The plan also includes funding strategies focusing on greenways and technology.



— Maps from the Transportation Master Plan



**Patel,
Greene &
Associates**



Lucas Cruse, AICP (22)
Contract Manager



Peyton McLeod, PTP (22)
Deputy Contract Manager



Gordon Greene, PE (25)
Principal-in-Charge

Core MPO Functions Support

Public Participation Short and Long Range Planning Transportation Improvement Program

Katie Habgood, AICP (22)[PGA]
Kelsey Olinger, AICP (7)[PGA]
Gabriel Gonzalez, Jr. EI (8)[PGA]
Lauren Brooks, AICP (25)[HDR]
Stefanie McQueen, AICP (23)[HDR]
Ned Baier, AICP (36)[VOL]

System and Policy Planning

System Connectivity Regional Planning Safety and Security Planning Resilience

Chad Thompson, PE (28)[PGA]
Ryan Wenger, AICP (9)[PGA]
Mohammadreza Koloushani, PhD,
PE, RSP1 (2)[PGA]
Kathrin Tellez, AICP, PTP, RSP2B
(26)[F&P]
Roberta Fennessy, AICP (21)[VHB]
Katie Shannon, AICP, CNU-a,
LEED GA (11)[VHB]
Sharon Wright, AICP, LEED AP
BD+C, ENV SP (34)[HDR]

Implementation Planning

Sub-Area/Special Project/Corridor Planning Conceptual Design Services Land Planning/Engineering

Jonathan Jones, PE (14)[PGA]
Megan Miller, PE (7)[PGA]
Kim Warren (36)[PGA]
Amy Sirmans, PE, ENV SP (27)[VHB]
Chris Zuppa (26)[VOL]

Transit Planning

Passenger Rail Transportation Disadvantaged Planning

Peyton McLeod, PTP (22)[PGA]
Kathrin Tellez, AICP, PTP, RSP2B
(26)[F&P]
Steve Schukraft, AICP (40)[HDR]
Michelle Zehnder (9)[HDR]

Traffic Data and Management

Transportation System Monitoring/Traffic Data Collection Transportation Statistics Transportation Systems Management and Operations (TSM&O) Automated, Connected, Electric, Safe (ACES) Vehicles

Geraldo Sanchez, PE, PTOE (20)[PGA]
Mary Stallings Weber (29)[PGA]
Robert Schiffer, AICP (42)[FPC+]
Stephen Spana, PhD, EI (5)[F&P]
Tanner Martin (14)[HDR]
Erin Martineau (12)[QC]

QA/QC

QA/QC Manager
Chris Smith (42)[PGA]

QA/QC Team
Katie Habgood, AICP (22)[PGA]
Kim Warren (36)[PGA]
Ned Baier, AICP (36)[VOL]

LEGEND

[XXX] - Company Affiliation
(X) - Years of Experience
+ - SBE

PGA Patel, Greene and Associates, LLC
F&P Fehr & Peers, Corporation
FPC+ FuturePlan Consulting, LLC
HDR HDR Engineering, Inc.
QC Quality Counts, LLC
VHB Vanasse Hangen Brustlin, Inc.
VOL Volkert, Inc.

PRE-QUALIFICATIONS

2.0 • 3.1 • 3.2 • 3.3
4.1.1 • 4.1.2 • 4.2.1 • 4.2.2 • 4.2.3 • 4.3.1 • 4.3.2 • 4.4
5.1 • 5.2 • 5.3 • 5.4
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7.1 • 7.2 • 7.3 • 8.1 • 8.2 • 8.4 • 9.1 • 9.2 • 9.4.1
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13.3 • 13.4 • 13.5 • 13.6 • 13.7 • 15.0

PGA and SUBCONSULTANT FIRMS



LUCAS CRUSE, AICP

Contract Manager



Lucas Cruse is the Context-Based Solutions Group Leader with Patel, Greene and Associates (PGA). For over 22 years, he has managed multimodal transportation planning and design projects, with a specialization in proactively improving safety and comfort for people walking and bicycling. His wide range of experience includes multimodal roadway and trail design, context-based solutions policies and implementation, MPO management, research and training, land use planning, and geospatial analysis. Lucas was St. Petersburg's bike-ped coordinator for more than seven years, where he successfully implemented numerous studies, projects, and programs.

Education

M.A., Urban and Regional Planning, University of Illinois at Urbana-Champaign, 2003

B.S., Civil Engineering, University of Illinois at Urbana-Champaign, 2001

Certifications

American Institute of Certified Planners (AICP) #022965, 2008

Work Experience

Patel, Greene and Associates
2022 - Present

City of St. Petersburg, FL
2015 - 2022

USF-CUTR
2013 - 2014

Toole Design Group
2009 - 2012

City of Santa Fe, NM
2007 - 2009

Otak
2004 - 2006

National Park Transportation Scholar
2003 - 2004

Contact

12570 Telecom Dr
Temple Terrace, FL 33637
813.978.3100
lucas.cruse@patelgreene.com

Experience

S Jackson Ave Traffic Safety Study, Polk County, FL, City of Bartow, Project Manager: This study assessed traffic safety along a 1.3-mile segment of S Jackson Ave. Lucas evaluated operations and existing facilities to develop design concepts, cost estimates, and a phased implementation plan to moderate vehicle speeds and improve walking and bicycling conditions. Issues addressed included school operations, intersection control, sidewalk gaps, a future SUN Trail corridor, and traffic calming strategies. PGA also prepared a Polk TPO Priority Project funding application to implement the recommendations. **Project Size: \$79k**

Citywide Traffic Safety Program, City of Bartow, FL, Project Manager: Lucas is leading the effort to establish a citywide traffic safety program that provides a systemic approach to the ongoing monitoring and maintenance of the City's transportation assets, such as roadway signage, pavement markings, sidewalks, and curb ramps. Specific project work products will include a GIS inventory of City transportation assets, prioritized lists of locations needing maintenance or upgrades, a recommended strategy for implementation, City website updates, and approaches for ongoing tracking of issues and maintenance needs. **Project Size: \$166k**

Priority Transportation Project Application, City of Bartow, FL, Polk Transportation Planning Organization (TPO), Senior Planner: Lucas prepared an application for the City of Bartow to receive state and federal funds to advance the creation of an overpass where the Fort Fraser Trail crosses SR 60. The separated crossing will connect the SUN Trail Network to Downtown Bartow and complete a link in the larger Peace River Greenway corridor. **Project Size Varies by TWO**

Lake Hancock Trails Master Plan, Polk County, FL, Polk County, Project Manager: Lucas led the team, establishing the vision of a connected network of trails surrounding Lake Hancock. The LAP-funded master plan included conceptual designs and the specifications for elements such as access points, amenities, and interpretive signage that maximize the investment and ensure the trails will serve as broad community assets. Building upon stakeholder engagement, the Master Plan details actionable steps to complete the network by leveraging available funding sources and partner opportunities. **Project Size: \$249k**

Transportation Master Plan, City of Winter Park, FL, Project Manager: Lucas managed the team that developed the master plan to guide the City's transportation investments for the next 20 years. Focusing on greenways and technology, the plan presented prioritized lists of projects that included both planning-level cost estimates and funding strategies. **Project Size: \$250k**

Mobility Fee Projects List, Hillsborough County, FL, City of Plant City, Project Manager: As part of updating the City's Mobility Fee, Lucas led the team to research and compile planned multimodal transportation projects that are eligible for funding as sourced from existing documents, plans, and studies. The team also reviewed crash and operational data and worked with regional partner agencies to identify new projects that needed to be added to the list of eligible projects. **Project Size: \$34k**



PEYTON MCLEOD, PTP

Deputy Contract Manager & Transit Planning



Peyton McLeod is a Associate and the Planning Director with Patel, Greene and Associates (PGA). He has spent the last 22 years coordinating and managing multimodal transportation planning projects, including numerous corridor and PD&E studies for FDOT and regional transportation planning agencies. His wide range of experience includes multimodal level of service analyses, nonmotorized trip prediction techniques, Roadway Safety Audits, transportation facilities and conditions mapping, national transportation safety studies, multimodal facility demand analyses, and evaluations of transit systems.

Education

B.A., Geography, Stetson University, 2001

Certifications

Professional Transportation Planner, 720, 03/26/2020

Work Experience

Patel, Greene and Associates
2019 - Present

Landis Evans & Partners
2003 - 2019

Contact

14499 N Dale Mabry Hwy
Suite 200
Tampa, FL 33618
813.946.8955
peyton.mcleod@patelgreene.com

*Experience prior to joining PGA

Experience

SunRail Expansion into Polk County TCAR Study, Polk County, FL, FDOT District One, Technical Lead: FDOT District One conducted a Transit Concept and Alternatives Review (TCAR) study to explore the feasibility of extending SunRail, the Orlando region's commuter rail service, into Polk County from its existing western terminus in Poinciana. Polk County is one of the fastest growing counties in the country, with the population forecast to grow to nearly 1.2 million by 2050. More than half of this growth is expected to occur in the northeastern portion of the county. To support this growth, additional transportation options such as commuter rail are needed to ensure continued mobility for Polk County residents and visitors. Peyton served as the District's technical lead for the study as part of PGA's District One General Engineering Contract, supporting the D1 PM in review of elements including project goals, station area alternatives development and evaluation, recommendations, and public outreach activities. Peyton is now serving in a similar role for the SunRail Phase 1 Expansion PD&E Study. **Project Size: N/A**

3rd St NW Priority Transportation Project and Transportation Alternatives Program Applications, Polk County, FL, City of Winter Haven, Senior Planner: The City of Winter Haven sought grant funding for a context-based solutions project on 3rd St. NW that will connect the City's Downtown with numerous popular cultural attractions. The proposed project is intended to improve multimodal comfort, safety, and access through elements such as wider sidewalks, new pedestrian crossings, aesthetic enhancements, and traffic calming. Peyton completed grant applications to be submitted by the City to both the Polk TPO and the FDOT. To support the applications, Peyton outlined existing conditions and proposed improvements, documented project linkages and connectivity enhancements, quantified multimodal mobility improvements, prepared typical section graphics, described community benefits, and conducted a benefit-cost analysis. **Project Size: \$59k**

***Bicycle and Pedestrian Safety Action Plans, Polk County TPO, Project Planner:** Between 2006 and 2015, more than 2,400 people were injured in bicycle or pedestrian-related crashes in Polk County, FL, and another 170 were killed as a result. In an effort to greatly reduce those statistics, the Polk County TPO developed Bicycle and Pedestrian Safety Action Plans. The planning team, co-led by Peyton, analyzed more than 1,350 crashes, and crash typed more than 800 of those to identify who was involved in these crashes, where were they occurring, and what were the contributing causes. Crash types were tied to local demographics and land-use patterns allowing for the formulation of truly localized safety action plans, complete with recommended countermeasures for each crash type. Countermeasures ranged from engineering, educational, and enforcement initiatives, as well as road safety audits – two of which the team completed and provided as samples. **Project Size: \$250k**



GORDON GREENE, PE

Principal-in-Charge



Gordon is the Executive Vice President at Patel, Greene and Associates (PGA). With more than 25 years of experience, he has built a diverse technical foundation, serving as a project manager, engineer of record (EOR), and principal-in-charge on projects throughout Florida. His specific experience includes 3D modeling, project management, bridge hydraulic reports (BHRs), storm drain design, permitting, pavement design, resurfacings, widenings, temporary traffic control plans, and stormwater management. Gordon has intimate knowledge of current design standards, bringing this experience to PGA along with a strong commitment to see his company gain a reputation for excellence and superb client service.

Education

M.B.A., University of South Florida, 2008

B.S., Civil Engineering,
University of South Florida, 2003

Registrations/Licenses

Professional Engineer,
Florida, 68368, 07/25/2008

Work Experience

Patel, Greene and Associates
2011 - Present

Atkins N America
2001 - 2011

FDOT District One
2000 - 2001

Contact

215 E Main St
Bartow, FL 33830
863.533.7317
gordon.greene@patelgreene.com

Experience

Polk County Continuing Services Contract, Countywide, Polk County Board of Commissioners, Contract Manager: This contract provides an extensive range of engineering services to support the planning, design, construction, operation, monitoring and maintenance of the County's Roadway Network. Gordon's responsibilities include managing tasks, frequent communication with the County, management of time and resources, and documentation.

Project Size: Varies by TWO

W Pipkin Rd Widening from Dorman Rd to SR 37, Polk County, FL, Polk County Board of Commissioners, Project Manager & EOR: PGA is worked closely with Polk County on W Pipkin Rd, a constrained corridor, to provide increased capacity while accommodating all users for this half-mile long segment. The proposed design included the widening of W Pipkin Rd from a two-lane to a three-lane facility, improvements for access management and the construction of sidewalks. Gordon was responsible for leading project management, roadway, and drainage design. **Project Size: \$2.9M**

Alachua Dr and Collier Dr Drainage Improvements, Polk County, FL, Polk County Board of Commissioners, Project Manager & EOR: This intersection improvement project widened the north side of 9th St N in order to accommodate the addition of a right-turn lane. The design maintained existing drainage patterns and included the relocation of existing fencing and a driveway to complete the improvements. Gordon was responsible for the project management and the drainage components. **Project Size: \$97k**

Bartow Northern Connection Phase/Ernest M. Smith Blvd, Polk County, FL, Drainage EOR: The project included a new alignment four-lane urban roadway with three signalized intersections, bridge over Peace Creek, off-site ponds, and ROW acquisition. The project also included the replacement of an existing bridge culvert. Design elements included roadway, drainage, SAPM, signals, lighting, and structures. Gordon was the Drainage EOR for the BHR and FEMA No-Rise Certification Report. **Project Size: \$13M**

Lake Hancock Trails Master Plan, Polk County, FL, Polk County, Principal-in-Charge: The LAP-funded master plan established the vision of a connected network of trails surrounding Lake Hancock. The PGA Team developed conceptual designs and the specifications for elements such as access points, amenities, and interpretive signage that maximize the investment and ensure the trails will serve as broad community assets. Building upon stakeholder engagement, the Master Plan details actionable steps to complete the network by leveraging available funding sources and partner opportunities. **Project Size: \$249k**

General Engineering Consultant, FDOT District One, Principal-in-Charge: PGA is the prime consultant for this contract serving as an extension to District One for a variety of services including transportation design, scoping and RFP development, staff augmentation, and plans reviews. **Project Size: \$25M**



CHRISTOPHER SMITH

QA/QC Manager

Chris is a Senior Project Manager with Patel, Greene and Associates (PGA). He has 42 years of experience, including three decades of service with the Florida Department of Transportation (FDOT) in District One. His leadership roles with the FDOT include 11 years as a Project Manager and 10 years as the District Production Manager. As the District Production Manager, Chris led production coordination for District One including coordination efforts with FDOT's Central Production Management Office in Tallahassee. Chris was also responsible for project construction estimates and project schedules for District One. As District One's Director of Transportation Development, Chris oversaw over 185 employees in Planning, PD&E, Design, Right-of-Way, and Program Management.

Chris was appointed as PGA's Quality Committee Chairperson in 2019 and is responsible for working with all disciplines related to PGA QC. Chris developed PGA's QC Training and conducted that training with all staff. More recently, he was involved in converting that training to an electronic version now implemented in the PGA Learning Management System (LMS). Chris conducts most of PGA's QA Reviews confirming consistency in our Quality Control Process across the entire organization. Chris' advisory role including assistance with questions related to FDOT's Work Program and its development cycle and serves as a historical resource. He has conducted Work Program Training for PGA Staff and has assisted with a District One assignment requiring in depth review of the 5 Year Work Program and the Florida Transportation Plan. Chris was given the responsibility of leading a team in the development of PGA's Leadership in Training (LIT) Program and continues to administer the program annually.

Education

A.A., Polk Community College,
1991

Mechanical Drafting, Maynard
A. Traviss Vocational Technical
Center, 1984

Work Experience

Patel, Greene and Associates
2018 - Present

Florida Department of
Transportation
1987 - 2017

Kunde, Sprecher, Yaskin &
Associates
1983 - 1987

Contact

215 E Main St
Bartow, FL 33830
863.533.7317
chris.smith@patelgreene.com

Experience

Patel, Greene and Associates, Senior Project Manager: As a Senior Project Manager with PGA, Chris is responsible for both the pursuit and design phases of municipal projects. His responsibilities in this role include maintaining and creating relationships with key stakeholders, managing continuing services contracts, and leading the pursuit of municipal projects. In addition, Chris also serves as the Director of QA/QC for PGA. He is responsible for ensuring PGA's QC process exceeds the expectation of our clients and adheres to current design standards. **Project Size: N/A**

General Engineering Contract (GEC), FDOT District One, Quality Assurance Advisor: PGA is the prime consultant for this contract serving as an extension of FDOT District One by providing a variety of services that include design, program management, project management, RFP development, staff augmentation, and plans reviews. Chris serves as an advisor and supports this contract through PGA's quality initiative. **Project Size: \$25M**

Glen Ave Stormwater Improvements from W Green St to W Beach St, Hillsborough County, FL, City of Tampa, Project Manager: The purpose of this safety improvement project is to replace the existing roadside ditches on Glen Ave with a closed storm drain system due to low visibility of the ditches during periods of heavy rainfall. Challenges include operating within limited right-of-way and coordinating with local experts to reduce impacts to native trees. PGA is the prime consultant leading the roadway and drainage efforts. **Project Size: \$241k**

***Florida Department of Transportation, Director of Transportation Development:** This executive-level FDOT position was responsible for District One's preliminary engineering program within the five-year work program, averaging \$1 billion in construction costs. Responsibilities included oversight of the Southwest Area Office Director and the Planning, PD&E, Design, Program Management, and Right-of-Way Departments, encompassing more than 185 full-time positions, with significant human resources and local partner coordination duties. **Project Size: N/A**



KATIE HABGOOD, AICP

Core MPO Functions Support & QA/QC



Katie is a Chief Planner with Patel, Greene and Associates (PGA). Her 22 years of professional practice has involved a range of planning products at all scales of geography, from focused corridor studies to multi-county long range transportation plans. She is an adept communicator, enjoying face-to-face time with clients and a project's audience and stakeholders. Her project experience includes bicycle and pedestrian feasibility and master planning, context-based solutions, long range transportation plans, congestion management processes, equity analysis, project prioritization plans, and meaningful public engagement. She is passionate about making communities safer for everyone, particularly those traveling on foot, bicycle, or via transit.

Education

Graduate Certificate, Smart City Technology, University of South Florida, Ongoing

M.A., Urban & Regional Planning, University of Florida, 2005

B.A., Communications, University of Florida, 2001

Certifications

American Institute of Certified Planners (AICP) #151311, 2012

Work Experience

Patel, Greene and Associates
2023 - Present

Pritchett Steinbeck Group
2021 - 2023

Jacobs Engineering
2011 - 2021

Knoxville Regional TPO
2005 - 2011

University of Florida
2004 - 2005

Contact

14499 N Dale Mabry Hwy
Suite 200

Tampa, FL 33618

813.946.8955

katie.habgood@patelgreene.com

Experience

Polk County Comp Plan Update - Transportation Element, Polk County, FL, Task Lead:

The PGA team, led by Katie, worked with the prime consultant to update Polk County's Comprehensive Plan. PGA was responsible for the entire transportation element. Polk County, like many Florida counties, is experiencing rapid growth and unprecedented demand on its transportation network. The goals of this Comprehensive Plan update were to ensure the goals, objectives, and policies that guide Polk County's transportation network reflect the county's growth trends and forecasts, the Polk County TPO's guiding plans and priority projects, and residents' visions for a future Polk County. Katie oversaw the production of a new map series documenting current and future conditions, including population, future land use, road capacity, and network locations. To align the relevant plans, Katie arranged and facilitated a face-to-face collaboration between County and TPO staff, during which they shared their guiding principles and priority projects. Integrating the two guiding documents – the LRTP and the Comp Plan – ensures a more efficient process and a future Polk County more closely aligned with the adopted vision. Katie also helped lead discussions at public events to understand attendees' likes, dislikes, and needs. These efforts led to an annotated rewrite of the Transportation Element, authored by PGA staff. **Project Size: \$37k**

City of Bartow Trail Town Self-Assessment, Bartow, FL, City of Bartow, Project Manager:

The City requested an evaluation to submit to Florida's Office of Greenways and Trails' (OGT) Trail Town Program for designation consideration. Bartow's evaluation was the first to successfully test a new format developed by OGT. The project's deliverables prepared by Katie included a complete self-evaluation including an editable inventory of amenities and mapped trails, coordination with the regional OGT representative, an outline of recommended next steps, and a presentation to the Bartow City Commission. The City is currently working on its next steps and Trail Town designation. **Project Size: \$10k**

School Ave Multi-Use Recreational Trail MURT Feasibility Study, Sarasota County, FL, City of Sarasota, Project Manager:

This project, led by Katie, evaluated the feasibility of and developed the conceptual design for extending the School Ave Multi-Use Recreational Trail (MURT) from Webber Ave to Datura St, as outlined in the City's Capital Improvement Plan and Sarasota in Motion. The proposed extension offers a low-stress, off-road alternative to US 41 for people walking, biking, or rolling, improving access to key destinations such as Westfield Mall, Arlington Park, and Sarasota High School. The study included two rounds of public meetings, a Visual Preference Survey, concept visualizations, and online engagement to ensure broad stakeholder input. **Project Size: \$200k**



KELSEY OLINGER, AICP

Core MPO Functions Support



Education

M.A., Urban & Regional Planning
University of South Florida, 2024

B.S., Environmental Science and
Policy, University of South Florida,
2019

Certifications

American Institute of Certified
Planners (AICP) #36940, 2025

Work Experience

Patel, Greene and Associates
2022 - Present

Pasco County Government
2020 - 2022

Aptim Environmental & Infrastructure
2019 - 2020

Southeast Environmental Solutions
2018 - 2019

City of Largo
2018

Contact

14499 N Dale Mabry Hwy
Suite 200
Tampa, FL 33618
813.946.8955
kelsey.olinger@patelgreene.com

*Experience prior to joining PGA

Kelsey is a Project Planner with Patel Greene and Associates (PGA). She has over seven years of experience specializing in adaptive policy planning and Esri StoryMaps. She is a technical expert in intergovernmental coordination and has been involved in the development of plans from various disciplines including transportation, community revitalization, libraries, and environmental regulation.

Experience

Polk County Comprehensive Plan, Polk County, FL, Public Policy Planner: During the Polk County Comprehensive Plan periodic update, PGA was tasked with assisting in the update of the Transportation Element. Kelsey researched and developed modernized transportation planning policy to compliment the County's goals and ambitions for future development. She incorporated progressive policy framework that codifies community involvement, education, and intergovernmental coordination. **Project Size: \$37k**

General Planning Contract, Pasco County, FL, Pasco County Board of Commissioners, Planner: This general planning contract served as an extension of Pasco County by providing general planning services, including economic analysis, public engagement, development review, multimodal transportation planning, land use planning, and planning grants. Kelsey acted as the project lead for development review related to current planning. **Project Size: Varies by TWO**

Greenways Master Plan, Hillsborough County, FL, Hillsborough County Board of County Commissioners, Planner: Kelsey assisted with the development of design guidelines for a planned network of greenways. With an emphasis on human-scaled urban design, the guidelines incorporated biophilic design elements tailored to each context. Kelsey took the lead in developing the StoryMap component of the Vision Plan. She created an outline with an interactive mapping component for the public to utilize for the Greenways Master Plan project. **Project Size: \$60k**

Pasco County Library Master Plan, Pasco County, FL, Pasco County Library System, Planner: PGA served as the prime consultant for the first update to the Library Master Plan. The plan used population projections, future land use, and economic development to develop recommendations for sustainable growth. Kelsey analyzed state and national standards to document existing conditions and identify opportunities, while evaluating peer agencies to inform region-specific best practices and strategic enhancement options. **Project Size: \$98k**

***Pasco County Government – Utilities Department, Environmental Planner:** Kelsey supported water systems management by integrating water supply, demand, quality, and environmental protection. She assisted with strategic, business, and long-term utility planning for county water, wastewater, and reclaimed water systems, and managed environmental regulatory projects related to demand forecasting, water use reporting, vegetation monitoring, public participation, and development impact analysis. **Project Size: N/A**

General Engineering Contract, Districtwide, FDOT District Seven, Government Liaison & Project Manager: Kelsey is an in-house consultant supporting FDOT District Seven's Planning & Environmental Management Office, coordinating with elected officials, MPOs, and partner agencies on regional transportation planning and federal funding. Responsibilities include NEPA planning consistency evaluations, ensuring MPO documents meet federal requirements, leading roadway jurisdictional transfers and federal reimbursements following emergency events, and supporting scope development, contract management, and joint participation agreements aligned with state programming priorities. **Project Size: \$30M**



GABRIEL GONZALEZ, JR., EI

Core MPO Functions Support



Gabriel is a Planner with Patel, Greene and Associates (PGA). He has eight years of experience with his background including trail, multimodal, sidewalk, roadway design projects, concept design and development, statistical modeling, and data analysis. Gabriel is an expert in designing meaningful public engagement materials and events, both in-person and virtual, for internal and external stakeholders.

Experience

SR 570B (Central Polk Pkwy) from SR 35 (US 17) to SR 60, Polk County, FL, Public Involvement: PGA was the prime consultant for this pilot project designing plans for a new alignment of Central Polk Pkwy as a fully integrated 3D model. The scope also includes completing interchange design at US 17, the design of toll gantries, and the design of the new at-grade intersection at SR 60. PGA led the roadway, drainage, structures, and environmental efforts. Gabriel facilitated public outreach activities. This effort included identifying affected communities, establishing key contacts with neighborhood leaders, and developing notifications for public meetings. **Project Size: \$13M**

SR 600 (US 92) RRR from W of Jersey Rd to W of SR 555, Polk County, FL, FDOT District One, Public Involvement: This project provided designs to extend the service life of the existing roadway, improve safety, and correct deficiencies. Improvements included closing the median opening 1000 ft northeast of the intersection of US 92 and Lynchburg Rd, milling and resurfacing existing pavement and outside shoulders, construction of inside paved shoulders, and minor drainage improvements. Gabriel led public involvement efforts by directing the notification and outreach strategy, maintaining stakeholder databases, developing outreach materials, and conducting public meetings. **Project Size: \$677k**

City of Lakeland Pedestrian Feasibility Study, Lakeland, FL, Central Florida Expressway Authority, Planner: Gabriel conducted a feasibility study to evaluate multiple alternative pedestrian crossings to enhance or replace the Sloan Ave CSX railroad underpass. This study included the development of nine alternatives, an evaluation matrix, a demographics evaluation, and crash history analysis. **Project Size: \$50k**

City of Winter Park Transportation Master Plan Update, Winter Park, FL, City of Winter Park, Planner: PGA was the prime consultant assisting the City of Winter Park with updating its Transportation Master Plan. Building on the previous update, PGA was tasked with consolidating all available existing conditions data, current and future projects and with identifying potential projects to complete gaps in the City's transportation network. Gabriel conducted GIS analyses using ArcMap, including the development of the existing condition basemaps, bicycle and pedestrian Level of Traffic Stress analyses, motor vehicle level of service calculations, pedestrian latent demand calculations, and motor vehicle and vulnerable user crash analysis. **Project Size: \$250k**

School Ave Multi-Use Recreational Trail (MURT) Feasibility Study, Sarasota County, FL, City of Sarasota, Planner: This project supported the development and evaluation of an extension to an existing multi-use recreational trail along School Ave from Webber St to Datura St. The extension was previously identified in the City's Capital Improvement Plan as well as Sarasota in Motion. Gabriel provided support by drafting technical documents, preparing informational maps in ArcGIS Pro, coordinating public outreach strategies, and evaluating the results of the outreach campaign. The outreach campaign included multiple rounds of meetings with key stakeholders, two general public meetings, multiple dedicated surveys, and concept design visualizations. **Project Size: \$200k**

Education

B.S., Civil Engineering, University of South Florida, 2018

Registrations/Licenses

Engineering Intern, Florida, 1100021936, 08/13/2018

Work Experience

Patel, Greene and Associates
2022 - Present

Landis Evans and Partners
2017 - 2022

Contact

12570 Telecom Dr
Temple Terrace, FL 33637
813.978.3100
gabriel.gonzalez@patelgreene.com



CHAD THOMPSON, PE

Systems and Policy Planning



Chad is a Roadway Group Leader with Patel, Greene and Associates (PGA). He has 28 years of experience leading teams and managing projects, including overseeing project phases from planning through to construction, ensuring compliance with federal requirements, and managing stakeholder relationships. He also has experience ensuring compliance with federal regulations, managing grant agreements, and providing oversight for design and construction projects. Chad's roles have involved implementing innovative solutions such as roundabout designs and multimodal network improvements, and include traffic management, design-build, and roadway design.

Education

M.S., Civil Engineering, University of Louisville, 2001

B.S., Civil Engineering, University of Louisville, 1998

Registrations/Licenses

Professional Engineer, Virginia,
0402040667, 06/10/2005

Professional Engineer,
Florida, 92470, 09/30/2021

Work Experience

Patel, Greene and Associates
2024 - Present

Stantec
2023 - 2024

HNTB
2021 - 2023

Federal Highway Administration
2001 - 2021

Contact

124 N Marriott Dr, Suite 101
Tallahassee, FL 32301
813.978.3100
chad.thompson@patelgreene.com

*Experience prior to joining PGA

Experience

***Federal Highway Administration, Florida Division, Director/Program Operations Team Leader/LAP Office Lead:** Chad supervised a team of 12 engineers responsible for the stewardship and oversight of a \$2 billion annual Federal-Aid Highway Program (FAHP) within Florida. He engaged in all aspects of project development including planning, environment, design, construction, contract administration, and maintenance/operations. Chad assisted FDOT with FHWA SEP-14 approval to use innovative two-step DB processes which led to more innovation, competition, and lower prices. He assisted FDOT with implementation of indefinite delivery/indefinite quantity (ID/IQ), pushbutton, design-build pushbutton, and Job Order Contracting (JOC) procurement methods. Chad reviewed and approved modifications to FDOT's design-build boilerplate language for statewide use. Chad also directed a team who manages 16 Federal Grant projects (TIGER, BUILD, RAISE, FASTLANE, ATCMTD & NSFLTP) totaling over \$300 million including both FDOT pass-through and direct recipient projects. He oversaw the execution of Grant Agreements/Term Sheets and authorization/approval of grant funding, contract execution, and administration. He guided a U.S. Department of Transportation team tasked with reviewing and ranking TIGER grant project applications and evaluated applications for over 70 projects across the nation, recommended projects for award, and authored the narratives for many of the projects that were awarded. Chad worked with FDOT's State Local Programs Administrator as well as District LAP Administrators to improve compliance and reduce the burden for local agency staff. He also assisted FDOT with development and implementation of LAP Community of Practice (founding member) as well as improvements to LAP forms & checklists and the LAP certification process. Chad assisted with FDOT's pilot implementation of indefinite delivery/indefinite quantity (ID/IQ) consultant contracting for design and construction, engineering, and inspection (CEI) tasks by local agencies. **Project Size: N/A**

General Engineering Consultant, Districtwide, FDOT District Seven, Project Manager: Chad advises and assists FDOT District Seven staff with reviewing and improving numerous projects funded under the LAP, SCOP, SCRAP, and other municipal programs. He performs frequent ERC reviews to ensure compliance with documents such as Construction Checklists, Invitations to Bid/RFQ/RFPs, and plan sets. **Project Size: \$30M**

Districtwide Bridge Repair Design, FDOT District Three, Roadway EOR: This contract serves as an extension of FDOT District Three's Structures Maintenance Office. Tasks assigned under this contract primarily focus on providing field assessments for structural repairs and rehabilitation of bridges (minor, major, and segmental). PGA is the prime consultant providing technical support services, including scour evaluation, beam repairs, deck sealing, bridge coatings, load ratings, and pile jacket repairs. **Project Size: \$3M**



RYAN WENGER, AICP

Systems and Policy Planning



Ryan is a Project Planner with Patel, Greene and Associates (PGA) and has nine years of experience working in both the private and the public sector. He works extensively with FDOT across multiple districts. He also works closely with local municipalities and universities. Ryan's experience in GIS has helped support the department in the enhancement of existing GIS inventory management tools and in the development of comprehensive visual aids using various interactive dashboard visualization techniques.

Experience

City of Bartow Citywide Traffic Safety Program, Polk County, Project Planner: Ryan is the lead on the GIS application development for the City of Bartow Asset Management Tool. This includes establishing a systematic approach to the ongoing monitoring and maintenance of the City's transportation assets such as roadway signage, pavement marking, sidewalks, and curb ramps. The effort established the parameters of a comprehensive Geographic Information System database necessary to document and evaluate the City's inventory of existing transportation facilities. **Project Size: \$166k**

Polk County Comprehensive Plan, Polk County, FL, Project Planner: During the Polk County Comprehensive Plan periodic update, PGA was tasked with updating the Transportation Element. Tasks included creating a map series based on updated socioeconomic and growth management data, collaborating with other agencies in the County like FDOT and the MPO, attending public outreach events, and developing modernized transportation planning policy to compliment the County's goals and ambitions for development. Ryan worked with the GIS data, developed the current LOS and the future 2035 and 2050 LOS based on demographic and traffic trends from the Polk County Travel Demand Model, and supported writeup efforts. **Project Size: \$37k**

Lake Hancock Trails Master Plan, Polk County, FL, Polk County, Project Planner: The LAP-funded master plan established the vision of a connected network of trails surrounding Lake Hancock. The PGA Team developed conceptual designs and the specifications for elements such as access points, amenities, and interpretive signage that maximize the investment and ensure the trails will serve as broad community assets. Building upon stakeholder engagement, the Master Plan details actionable steps to complete the network by leveraging available funding sources and partner opportunities. Ryan supported GIS data processing and map development, including creation of an interactive online dashboard to view the recommendations. **Project Size: \$249k**

S Jackson Ave Traffic Safety Study, Polk County, FL, City of Bartow, Project Manager: This study assessed traffic safety conditions along a 1.3-mile corridor of S Jackson Ave. PGA evaluated operations and existing facilities to prepare design concepts, cost estimates, and a phased implementation plan for roadway configuration changes that will moderate motor vehicle speeds and improve conditions for people walking and bicycling. Issues addressed include school campus operations, intersection traffic control, sidewalk network gaps, a proposed future SUN Trail corridor, and overall traffic calming strategies. Ryan also prepared a Polk TPO Priority Project funding application to implement the study recommendations. **Project Size: \$79k**

***Metropolitan Planning Organization (MPO) Policy Guidance for Transit Applications of Automated Vehicles, Tallahassee, FL, FDOT Central Office, Project Manager:** Ryan served as Project Manager for an effort to promote the use of autonomous vehicles for public transportation, in Florida MPOs. He oversaw each FDOT report, organized meetings and outreach with the MPOs, created SketchUp models for each adoption scenario, and gave updates on the project's status and progress. **Project Size: N/A**

Education

M.S., Urban and Regional Planning, Florida State University, 2018

B.A., Environmental Science and Policy, Florida State University, 2016

Certifications

American Institute of Certified Planners (AICP) #34963, 2023

Work Experience

Patel, Greene and Associates
2024 - Present

Vanasse Hange Brustlin
2021 - 2024

KCI Technologies
2019 - 2021

Tennessee Department of Transportation
2018 - 2019

Florida State University
2016 - 2018

Contact

200 E Robinson St, Suite 300
Orlando, FL 32801
407.720.7420
ryan.wenger@patelgreene.com

*Experience prior to joining PGA

MOHAMMADREZA KOLOUSHANI, PhD, PE, RSP1

Systems and Policy Planning



Education

PhD, Civil Engineering, FAMU-FSU, 2023

M.S., Highway and Transportation Engineering, Amirkabir University of Technology, 2013

B.S., Structural Engineering, Isfahan University of Technology 2010

Registrations/Licenses

Professional Engineer, Florida, 102626, 10/23/2025

Certifications

Roadway Safety Professional Level 1

Work Experience

Patel, Greene and Associates
2024 - Present

Stantec
2023 - 2024

FSU-FAMU RIDER Center
2023 - 2024

Contact

124 N Marriott Dr, Suite 101
Tallahassee, FL 32301
813.978.3100
m.koloushani@patelgreene.com

Koloush is a Roadway Engineer with Patel, Greene and Associates (PGA). With two years of experience, he is an adaptive, flexible individual that thrives in team environments and has a strong focus on client satisfaction. Koloush delves into geometric design intricacies and conduct comprehensive safety analyses. Simultaneously, his research at the RIDER Center was dedicated to unraveling the factors influencing youth-involved crashes and performing spatial analysis of crash density, crucial aspects of accident analysis. Koloush is proficient in AutoCAD, GIS, ORD, and AutoTURN.

Experience

S Jackson Ave Traffic Safety Study, Polk County, FL, City of Bartow, Roadway Engineer: This study assessed traffic safety conditions along a 1.3-mile corridor of S Jackson Ave. Koloush supported safety studies for existing facilities and the preparation of design concepts that will moderate motor vehicle speeds and improve conditions for people walking and bicycling. Issues addressed include school campus operations, intersection traffic control, sidewalk network gaps, a proposed future SUN Trail corridor, and overall traffic calming strategies. **Project Size: \$79k**

Widen Western Beltway (SR 429) from Western Way to Seidel Rd (MP 8.5-11), Orange County, FL, Florida's Turnpike Enterprise, Roadway Engineer: PGA is the prime consultant providing multidisciplinary design services. The purpose of this project is to provide additional capacity to meet future traffic demand, enhance safety, improve travel time reliability, and enhance emergency evacuation times along the project corridor. The facility is proposed to be widened from four lanes to eight lanes. The proposed widening will accommodate the need for increased roadway capacity. **Project Size: \$4.5M**

I-75 (SR 93) from N of Golden Gate Pkwy to S of Corkscrew Rd, Collier and Lee Counties, FL, FDOT District One, Roadway Engineer: This project widens I-75 from north of Golden Gate Pkwy to south of Corkscrew Rd. PGA is leading roadway, drainage, and structures design for the segment from north of Golden Gate Pkwy to south of Vanderbilt Beach Rd as well as landscape design for the full project limits. Koloush performed the safety analysis as part of the creation of the design variations memo and design exceptions. **Project Size: \$2.5M**

Hurricane Emergency Response, Districtwide, FDOT District Seven, GIS Specialist: Following the two hurricanes that struck the west coast of Florida in 2024, the PGA Team led emergency response efforts across District Seven. Koloush developed Detailed Damage Inspection Report (DDIR) reports, including identifying damage locations of lighting structures, cost assessments as part of inventorying, and emergency response during a disaster. **Project Size: N/A**

I-75 (SR 93) from N of SR 52 to the Hernando County Line Scope Development, Pasco County, FL, FDOT District Seven, Roadway Engineer: This task, part of PGA's General Engineering Consultant (GEC) contract, developed the scope for the resurfacing of I-75. Koloush performed crash analysis and hotspot identification to evaluate safety issues related to guardrail deficiencies within the project's limits and proposed effective safety countermeasures to improve safety. **Project Size: \$30k**

Planning and Engineering Continuing Services Contract, City of Sarasota, FL, Roadway Engineer: PGA is the prime consultant managing this grant-funded continuing services contract, which includes grant development and support, safety studies, public involvement, project development, environmental review, visioning, concept development, and design. **Project Size: Varies by TWO**



JONATHAN JONES, PE

Implementation Planning



Jonathan is a Project Roadway Engineer with Patel, Greene and Associates (PGA). He has 14 years of experience and has successfully provided transportation engineering services for the Florida Department of Transportation (FDOT), as well as municipal government clients throughout Florida since 2011. Jonathan has experience in both roadway design and structural and bridge engineering. His specific expertise includes developing vertical and horizontal alignments, roadway pavement design type selection studies, signing and pavement marking plans, developing traffic control plans, and general plans production.

Education

B.S., Civil Engineering, University of Central Florida, 2011

Registrations/Licenses

Professional Engineer,
Florida, 82243, 01/11/2017

Certifications

Advanced Temporary Traffic Control

Work Experience

Patel, Greene and Associates
2018 - Present

Inwood Consulting Engineers
2016 - 2018

Dewberry
2012 - 2016

Florida Power & Light
2012

Middlesex Corporation
2011

Contact

215 Main St
Bartow, FL 33830
863.533.7317
jonathan.jones@patelgreene.com

Experience

SR 572 at Don Emerson Dr Roundabout, Polk County, FL, City of Lakeland, Roadway Engineer: This project involved the design of a roundabout at the entrance of Lakeland Linder International Airport to improve safety and mobility on the corridor. Additional scope items included drainage improvements, utility coordination, and right-of-way acquisition. PGA was the prime consultant leading the roadway, drainage, environmental, and structures efforts. **Project Size: \$587k**

W Pipkin Rd Widening from Dorman Rd to SR 37, Polk County, FL, Roadway Engineer: PGA is designing the widening of W Pipkin Rd from a two-lane to a four-lane facility for approximately three miles. The project completely reconstructs the roadway and proposes a regional pond approach that all eight basins of the project in three ponds, including an innovative "smart" box. **Project Size: \$2.9M**

Spirit Lake Rd at Sheffield Rd and Old Bartow Eagle Lake Rd, Polk County, FL, Polk County Board of Commissioners, Project Manager & Roadway EOR: This project involved the design of a single-lane roundabout with bypass lanes at the intersection of Spirit Lake Rd, Sheffield Rd, and Old Bartow Eagle Lake Rd. PGA is the prime consultant leading the roadway, drainage, signing and pavement marking, lighting, and environmental efforts. Jonathan is responsible for project management and the roadway components. **Project Size: \$513k**

SR 33 from Parkview Pl to N of Granada St (Complete Streets), Polk County, FL, FDOT District One, Roadway Engineer: The approximately 1.1-mile project in Downtown Lakeland involved milling and resurfacing, signing and pavement markings, lighting, and signalization. PGA was the prime consultant leading the roadway, drainage, signing and pavement markings, lighting, and signalization design. **Project Size: \$2.5M**

SR 570B (Central Polk Pkwy) from SR 570 (Polk Pkwy) to SR 35 (US 17), Polk County, FL, Florida's Turnpike Enterprise, Roadway Engineer: PGA is designing a segment of this 6.2-mile new alignment project on a limited access facility that includes the US 17 Interchange. The new four-lane divided roadway will be a Strategic Intermodal System (SIS) highway and will connect the Polk Pkwy with SR 60. Jonathan is assisting with roadway design, documentation, and 3D modeling. a new interchange with the Florida Turnpike was evaluated. The study also considered pedestrian, bicycle, and transit facilities and improvements to freight mobility. **Project Size: \$13M**

US 17/92 S of Ronald Regan Pkwy, Polk County, FL, FDOT District One, Project Manager & Roadway EOR: This project completed the design for full-depth repairs to the existing pavement of approximately 150 ft on US 17/92, just south of Ronald Reagan Pkwy. The repair will include the use of a geoweb material under the pavement to strengthen the overall pavement and extend the life of this section of roadway that has previously suffered from poor subsoil conditions. **Project Size: \$325k**



MEGAN MILLER, PE

Implementation Planning



Megan is a Roadway Engineer with Patel, Greene and Associates (PGA). She has over seven years of experience that includes the design of roadway and safety improvements, pedestrian and roadway bridges in both superstructure and substructure, and new and existing miscellaneous structures. Her specific project experience includes roundabouts, task work order assignments, RRR projects, and complete streets design. In addition, Megan also has forensic experience that includes in-field investigations to determine the cause and origin of damage to private residences.

Education

B.S., Civil Engineering, University of South Florida, 2018

Registrations/Licenses

Professional Engineer,
Florida, 95779, 02/08/2023

Work Experience

Patel, Greene and Associates
2022 - Present

Madrid CPWG
2020 - 2022

Kimley-Horn and Associates
2018 - 2020

Avanti Group
2017

Contact

215 E Main St
Bartow, FL 33830
863.533.7317
megan.miller@patelgreene.com

Experience

S Jackson Ave Traffic Safety Study, Polk County, FL, City of Bartow, Roadway Engineer: This study assessed traffic safety conditions along a 1.3-mile corridor of S Jackson Ave. Megan supported safety studies for existing facilities and the preparation of design concepts that will moderate motor vehicle speeds and improve conditions for people walking and bicycling. Issues addressed include school campus operations, intersection traffic control, sidewalk network gaps, a proposed future SUN Trail corridor, and overall traffic calming strategies. **Project Size: \$79k**

SR 33 from Parkview Pl to N of Granada St, Polk County, FL, FDOT District One, Roadway Engineer: The approximately 1.1-mile project in Downtown Lakeland involved milling and resurfacing, signing and pavement markings, lighting, and signalization. PGA was the prime consultant leading the roadway, drainage, signing and pavement markings, lighting, and signalization design. Megan supported plans production and roadway design. **Project Size: \$2.5M**

Spirit Lake Rd at Sheffield Rd and Old Bartow Eagle Lake Rd, Polk County, FL, Polk County Board of Commissioners, Roadway Engineer: This project involved the design of a single-lane roundabout with bypass lanes at the intersection of Spirit Lake Rd, Sheffield Rd, and Old Bartow Eagle Lake Rd. PGA is the prime consultant leading the roadway, drainage, signing and pavement marking, lighting, and environmental efforts. Megan supported plans production and roadway design. **Project Size: \$513k**

SR 37 from Ariana St to Lime St, Lakeland, FL, City of Lakeland, Roadway Engineer: PGA is the prime consultant providing roadway, drainage, TTCP, SAPM, signals, lighting, ITS, structures, environmental, and landscape architecture services. This project proposes to reconstruct existing sidewalk and curb, and remove traffic separators throughout the project limits. A three-lane typical section will be established with 11-ft travel lanes and an 11-ft two-way left turn lane. The curb line will be pulled out to establish an 11.5-ft sidewalk along both sides of the corridor. The existing drainage system shall be replaced and all traffic signals and mast arms will be updated to meet current FDOT standards. Decorative hardscape, paver treatments, and decorative lighting are also included within the project to improve corridor aesthetics, buffer pedestrians from motorized traffic, provide a well-lit/shaded walking environment, and control vehicle speeds. **Project Size: \$1.9M**

Chase St Trail, Polk County, FL, City of Lakeland, Roadway Engineer: PGA is the prime consultant on this project, which will establish a 10-ft wide multi-use trail within City-owned right-of-way for 0.9 miles from Strain Blvd to west of Veterans Ave. This project will enhance connectivity for bicyclists and pedestrians accessing Bonnet Springs Park. Additionally, the roadway will be used in the future to relieve operational issues on George Jenkins Blvd (SR 35). PGA is leading roadway, drainage, TTCP, traffic, lighting, and signalization design. Megan provided design and documentation for the roadway efforts. **Project Size: \$360k**



KIM WARREN

Implementation Planning & QA/QC

Kim Warren is the PD&E Group Leader with Patel, Greene and Associates (PGA) and possesses over 36 years of transportation experience at the state and local levels with extensive knowledge of local, state, and federal processes. She has years of management experience, contract accounting, project-related presentations, and coordination with government agencies. She continually works with ERC reviews, documentation and approvals through SWEPT, ETDM, and PSEE scheduling.

Experience

Education

B.S., Biology, Florida Southern College, 1989

Work Experience

Patel, Greene and Associates
2023 - Present

RK&K
2016 - 2023

Atkins
2002 - 2016

HDR
2000 - 2001

FDOT District One
1992 - 2000

Polk County Board of County Commissioners
1990 - 1992

Contact

215 E Main St
Bartow, FL 33830
863.533.7317
kim.warren@patelgreene.com

*Experience prior to joining PGA

***Central Polk Pkwy PD&E Study, Polk County, FL, FDOT District One, Project Manager:** This project involved a new roadway from SR 60 to SR 570 (Polk Pkwy) and from SR 60 to I-4. Kim was responsible for project budget, schedule, and the successful completion of the project. She was responsible invoicing, reporting, and financial tracking of the contract. She was also responsible for oversight of the engineering, environmental, and public involvement activities and documentation, as well as subconsultant management. The project included corridor analysis and documentation, socioeconomic impact analysis and documentation, and extensive coordination with agencies, local municipalities, and stakeholders. The PD&E alternatives alignment phase was completed in seven months. The level of document was a state environmental impact report (SEIR) environmental impact statement level. **Project Size: \$4.6M**

S Payne Park/Alderman Multi-Use Recreational Trail (MURT) National Environmental Policy Act, City of Sarasota, FL, Project Manager: The project received Recreational Trails Program (RTP) grant funding managed by the Florida Department of Environmental Protection. The project's scope was to conduct public involvement and complete all National Environmental Policy Act (NEPA) documentation, which included detailed technical, cultural, and environmental agency reviews within 180 days of the grant execution. **Project Size: \$93k**

SR 78 from Veterans Pkwy to W of US 41, PD&E, Lee County, FL, FDOT District One, Project Manager: This project involves capacity, operational, and multimodal improvements to SR 78 extending approximately 9.2 miles from Veterans Pkwy to west of US 41, through the City of Cape Coral. SR 78 is a main east-west transportation corridor and links Pine Island to the mainland of Lee County. It includes extensive local government and stakeholder coordination. PGA is the prime consultant leading PD&E, roadway, drainage, and environmental efforts. **Project Size: \$2M**

***Tenoroc Trail Segment One PD&E Study from Lake Crago Dr to SR 33 at Old Combee Rd (LAP), Polk County, FL, City of Lakeland, Project Manager:** Kim led administrative and technical oversight for this study evaluating a 2.5-mile, 12-foot-wide asphalt multi-use trail with trailheads generally following Lake Crago Drive through the City of Lakeland's Lake Crago Park and the Florida Fish and Wildlife Commission's (FWC) Tenoroc Public Use Area access road. The project addressed a gap in the regional trail network between Lakeland and Auburndale/Polk City and was planned as part of the Florida Greenways and Trails System, enhancing recreational connectivity between communities and existing resources. Funded through FDOT's Local Agency Program (LAP) and federal funds, the project included extensive coordination with FDOT, FWC, FDEP, SWFWMD, and the City of Lakeland. Preliminary engineering, environmental analysis, and public involvement were completed and documented. Originally scoped as a Type 2 Categorical Exclusion, the NEPA class was downgraded to a Type 1 Categorical Exclusion based on agency, stakeholder, and public input, in compliance with applicable regulations. **Project Size: \$938k**



GERALDO SANCHEZ, PE, PTOE

Traffic Data and Management



Geraldo is the Traffic and ITS Group Manager with Patel, Greene and Associates (PGA). He has over 20 years of experience in transportation engineering with his background focusing on traffic and tolling design. Geraldo's specific experience includes ITS and signing and pavement markings design, project management, scope development, AET studies and conversions, plans reviews, and ERC updates.

Experience

SR 600 (US 92) RRR from W of Jersey Rd to W of SR 555, Polk County, FL, FDOT District One, SAPM/Signals EOR: This project provides design to extend the service life of the existing roadway, improve safety, and correct deficiencies. Improvements include closing the median opening 1000 ft northeast of the intersection of US 92 and Lynchburg Rd, milling and resurfacing existing pavement and outside shoulders, construction of inside paved shoulders, and minor drainage improvements. Geraldo was involved in SAPM and the signalization of this project. **Project Size: \$677k**

SR 559 from SR 400 (I-4) to SR 33, Polk County, FL, FDOT District One, SAPM EOR: The purpose of this RRR project is to extend the surface life of this rural 2.13-mile corridor of SR 559. Geraldo was responsible for the SAPM component. Geraldo worked on a new No Passing Zone (NPZ) study/report to re-establish the NPZs. The NPZ report was approved by the District and implemented. **Project Size: \$530k**

SR 33 from Parkview Pl to N of Granada St (Context-Based Solutions), Polk County, FL, FDOT District One, SAPM/Lighting EOR: This project included the reconstruction of existing pavement and the construction of a 12-ft wide bi-directional left turn lane from north of E Bella Vista St to north of Granada St, along with the addition of multiple HAWK signals. Geraldo led the roadway and intersection SAPM and lighting, the voltage drop calculation, UAO coordination, and coordination for all new power service locations. **Project Size: \$2.5M**

SR 572 at Don Emerson Dr Roundabout, Polk County, FL, City of Lakeland, Traffic Engineer: This project involved the design of a roundabout at the entrance of Lakeland Linder International Airport to improve safety and mobility on the corridor. PGA was the prime consultant leading the roadway, drainage, environmental, and structures efforts. Geraldo assisted with SAPM and signalization efforts on this project. **Project Size: \$587k**

63rd Ave E from US 301 to Tuttle Ave, Manatee County, FL, Manatee County Board of Commissioners, SAPM/Signals/Lighting EOR: This project involves the reconstruction and widening of the previous two-lane, undivided roadway to a four-lane divided roadway. The project also includes multimodal accommodations, lighting, utility design, and stormwater management facilities. PGA is the prime consultant leading the roadway, drainage, structures, traffic, environmental, and landscape architecture efforts. Geraldo is currently working on the SAPM and Signalization efforts. **Project Size: \$3M**

TSM&O Study and Design Continuing Services Contract, Districtwide, FDOT District Five, Traffic Engineer: Through this continuing services contract, PGA is a subconsultant assisting with signals and lighting design, roadway, and structures efforts. Geraldo assisted with signal and lighting design for the SR 15 and Patch Rd/Reddit Ave intersection and the SR 15 and Simmons Rd intersection. **Project Size: \$5M**

Education

B.S., Civil Engineering, University of Central Florida, 2005

Registrations/Licenses

Professional Traffic Operations Engineer, 5835, 11/13/2024

Professional Engineer, Florida, 74538, 06/08/2012

Certifications

Advanced MOT

FDOT NEPA Training

Work Experience

Patel, Greene and Associates
2022 - Present

HNTB
2015 - 2022

Jacobs Engineering Group
2008 - 2015

Kelly, Collins & Gentry
2006 - 2008

Contact

200 E Robinson St, Suite 300
Orlando, FL 32801
407.720.7420
geraldo.sanchez@patelgreene.com

*Experience prior to joining PGA



MARY STALLINGS WEBER

Traffic Data and Management



Education

M.A., Geography, Ohio University, 1993

B.S. Environmental Planning and Design, Rutgers University, 1991

Work Experience

Patel, Greene and Associates
2025 - Present

Pritchett Steinbeck Group
2019 - 2024

Self Employed Data Consultant
2018 - 2019

Valpak
2016 - 2018

Grimail Crawford
2000 - 2014

URS
1996 - 2000

GeoComm International
1999

US EPA, Region 2
1994 - 1996

Contact

14499 N Dale Mabry Hwy
Suite 200
Tampa, FL 33618
813.946.8955
mary.weber@patelgreene.com

*Experience prior to joining PGA

Mary is the GIS Group Leader with Patel, Greene and Associates (PGA). Mary is responsible for project management, primarily focused on the application and development of Geographic Information Systems (GIS) and Information Technology. With over 29 years of experience, Mary began her career utilizing GIS technology in various technical fields such as transportation, planning, hydrology, and site investigation. She has served as project manager on several FDOT contracts, including safety, planning, and PD&Es.

Experience

Traffic Safety Programs Support, FDOT District One, FL, Safety Outreach: Under the Safety Administration team as part of the Traffic Safety Outreach and Education Program, Mary was responsible for supporting the Community Traffic Safety Teams (CTST) Coordinator, preparing strategic communications, providing GIS support through crash analysis and mapping, and outreach within the safety community throughout the District. **Project Size: \$176k**

***Polk Vision Strategic Development, Polk County, FL, FDOT District One, Chief Planner:** Mary served as part of the FDOT team to provide support to develop Vision strategies for bicycle and pedestrian safety as part of the Polk County Transportation Planning Organization (TPO) efforts. Mary served on a committee to evaluate low-cost community engagement efforts to support bicycle and pedestrian safety in the County. **Project Size: \$15k**

***Highway Performance Monitoring System (HPMS) Map Development, Bartow and Tampa, FL, FDOT Districts One and Seven, Senior Analyst:** This project utilized data collected on the extent, condition, performance, use, and operating characteristics of Florida roadways. Mary was responsible for managing and developing the standards and map products to visualize and report HPMS samples in FDOT Districts One and Seven. **Project Size: \$25k**

***District User Needs Assessment, Tampa, FL, FDOT District Seven, Senior Planner:** As part of the overall Technology Assessment for FDOT, Mary determined the user needs for FDOT District Seven. Mary developed the User Needs Assessment document in support of the FDOT Enterprise GIS Policy, describing the programmatic responsibilities and information products of all functional areas in District Seven. Particular attention was placed on areas using existing GIS technology. This included identification of data, processes, and current procedures for the way District staff performed their daily tasks. During this project, Mary served as the liaison with the Multimodal Planning Group to ensure recommended applications were added to the queue, and all data utilized within that group was accessible through the Districtwide Geodatabase. **Project Size: \$150k**

***District Technology Assessment, Tampa, FL, FDOT District Seven, Senior Planner:** This project was initiated by FDOT District Seven Office of Information Systems, and eventually included coordination with FDOT Central Office and all District Offices to assess the current technologies for data collection and mapping. The purpose of the project was to develop the statewide policy for GIS implementation for all FDOT. Mary was responsible for interfacing with District staff in all departments to determine the way GIS was utilized within the Department. She was on a technical team to research and develop a technology assessment of the database hardware and software maintained by the Department. She was responsible for meeting coordination and documentation, report preparation for on-site interviews with the OIS staff in Tallahassee, and communications with other Districts. **Project Size: \$120k**

— SUBCONSULTANTS

To further expand our capabilities, PGA is supported by a team of highly regarded subconsultants, including **Fehr & Peers**, **FuturePlan Consulting**, **HDR**, **Quality Counts**, **VHB**, and **Volkert**. Together, we offer the depth, flexibility, and technical breadth required to support the Polk TPO across its full range of planning, analysis, public engagement, and reporting needs. More than just assembling a list of firms to cover the bases, we honestly enjoy working with each of the partner firms and individuals listed in this proposal. They are true collaborators who share our commitment to serving our communities with quality work products. The assembled PGA Team has an extensive history of working together, which gives us the capability to monitor our projects' progress daily and easily pull in other disciplines for review, consultation, and task work. PGA will manage the contracts, facilitate task work orders with subconsultants, and take full responsibility that their work is both responsive and quality. We execute clearly articulated subcontract agreements and hold recurring internal meetings to ensure all commitments are met. We analyze all schedules to ensure that all our current projects are properly staffed. Our priority is to ensure all project commitments are maintained and our clients are completely satisfied.

FEHR & PEERS

Fehr & Peers will support the PGA Team and the Polk TPO with advanced transportation planning, safety analysis, and multimodal performance expertise. With extensive experience assisting MPOs and TPOs across Florida, Fehr & Peers provides technical support for safety action plans, multimodal level of service analysis, corridor and context-based planning, and data-driven evaluations. Their work for agencies such as Pasco MPO and Forward Pinellas demonstrates familiarity with FDOT coordination, federal planning requirements, and MPO policy frameworks.

FUTUREPLAN CONSULTING

FuturePlan Consulting (FPC) will provide specialized expertise in long range transportation planning, travel demand modeling, and systems analysis. Robert Schiffer, AICP brings more than 40 years of experience supporting the Polk TPO and MPOs nationwide, including leadership roles on over 50 travel demand model updates and 37 long range transportation plans. FPC's capabilities include corridor and subarea modeling support, travel behavior analysis, PD&E-level forecasting, and evaluation of emerging travel trends. FuturePlan is an FDOT-certified small business prequalified in Systems Planning and Subarea/Corridor Planning.

HDR

HDR will support PGA and the Polk TPO providing multidisciplinary planning expertise. HDR's Florida-based planning professionals, backed by national technical resources, bring experience supporting MPOs in developing long range transportation plans, multimodal visions, and implementation strategies that translate policy objectives into actionable projects. Their capabilities include



— Members of PGA and HDR perform a walking corridor safety audit in the City of Orlando



— Members of PGA and Fehr & Peers conduct outreach as part of Safe Streets Pasco

resilience and climate adaptation planning, land use and transportation integration, and planning for emerging mobility technologies.

QUALITY COUNTS

Quality Counts (QC) provides comprehensive transportation data collection and safety analytics services. With more than 20 years of experience and over 200,000 studies completed nationwide, QC has supported MPOs, DOTs, and local governments with high-quality traffic and multimodal data. Their services include video-based turning movement and classification counts, multimodal volume data, and advanced near-miss safety analysis using post-encroachment time (PET) metrics. Through proprietary AI-driven processing tools and rigorous QA/QC procedures, QC delivers accurate, defensible, GIS-ready datasets that support safety action plans, corridor studies, performance monitoring, and grant applications.

VHB

VHB (Vanasse Hangen Brustlin, Inc.) enhances the team with integrated transportation, community, and regional planning services that connect long range visioning with implementable solutions. With more than 40 years of experience working with MPOs, FDOT, and local governments, VHB provides planning support including transportation systems planning, safety and traffic analysis, concept development, and land use coordination. Their multidisciplinary approach allows for effective coordination across jurisdictions and agencies to advance multimodal mobility, economic vitality, and community objectives.

VOLKERT

Volkert will support the PGA Team by providing comprehensive planning services including facility master planning, land use planning, feasibility studies, and transportation planning. With more than 100 years of experience and a strong Florida presence, Volkert has supported numerous MPOs and TPOs through General Planning Consultant contracts, Long Range Transportation Plans, and multimodal feasibility studies. Their planning team brings thorough knowledge of MPO policies, state and federal planning requirements, and coordination with implementing agencies.



— Members of PGA and Ferh & Peers accept an award from the Hillsborough County Planning Commission for the Hillsborough County Greenways and Trails Master Plan

— SUB CONSULTANT PREQUALIFICATION LETTERS FEHR & PEERS



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

January 09, 2026

Lysa Wollard, Chief Financial Officer
FEHR & PEERS, CORPORATION
200 S Orange Avenue
Suite 2200
Orlando, FL 32801
l.wollard@fehrandpeers.com

Dear Ms. Wollard:

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.:

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.1 - Intelligent Transportation Systems Analysis and Design
- 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
- 7.1 - Signing, Pavement Marking and Channelization
- 7.2 - Lighting
- 7.3 - Signalization
- 13.3 - Policy Planning
- 13.4 - Systems Planning
- 13.5 - Subarea/Corridor Planning
- 13.6 - Land Planning/Engineering

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2026, for contracting purposes.

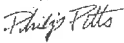
Approved Rates

Home Overhead	Facilities Capital Cost of Money (FCCM)	Premium Overtime	Home Direct Expense	Published Fee Schedule
179.12%	0.000%	Reimbursed	5.37%	No

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

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

Sincerely,



Philip Pitts
Professional Services Qualification Administrator
PP/NE



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

March 19, 2025

Robert G. Schiffer, President
FUTUREPLAN CONSULTING, LLC
1256 Walden Road
Tallahassee, Florida 32317

Dear Mr. Schiffer:

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.:

- 13.4 Systems Planning
- 13.5 Subarea/Corridor Planning

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 19, 2026, for contracting purposes.

*Limit for FDOT projects only

On the basis of self-certification materials submitted, the rates listed below represent the costs the Department has accepted.

Approved Rates		
Home Overhead	Premium Overtime	Home Direct Expense
170.53%	Excluded	5.97%*

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

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

Sincerely,

Marie Castaneda

Marie Castaneda
Professional Services Qualification Administrator

1



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

October 01, 2025

Steve Ferrell, Senior Vice President
HDR ENGINEERING, INC.
315 E Robinson Street
Suite 400
Orlando, FL 32801
steve.ferrell@hdrinc.com

Dear Mr. Ferrell:

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
- 4.2.3 - Major Bridge Design - Segmental
- 4.3.1 - Complex Bridge Design - Concrete
- 4.3.2 - Complex Bridge Design - Steel
- 4.4 - Movable Span Bridge Design

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

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

1

HDR (CONTINUED)

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

- 9.1 - Soil Exploration
- 9.2 - Geotechnical Classification Lab Testing
- 9.4.1 - Standard Foundation Studies

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

21.0 - Acquisition, Negotiation, Closing, and Order of Taking

24.0 - Acquisition Relocation Assistance

25.0 - Right of Way Clearing and Leasing

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2026, for contracting purposes.

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money (FCCM)	Premium Overtime	Home Direct Expense	Field Direct Expense	Published Fee Schedule
161.23%	128.51%	0.540%	Reimbursed	5.46%	4.84%	No

*Interim Rates

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

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

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

2

Sincerely,

Philip Pitts

Philip Pitts
Professional Services Qualification Administrator
PP/NE

3



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 24, 2025

Camilla Deloreto, VP of Finance
QUALITY COUNTS, LLC
15615 SW 74th Avenue, Suite 100
Tigard, OR 97224

Dear Ms. Deloreto:

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.:

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing

- 13.7 - Transportation Statistics

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2026, for contracting purposes.

Approved Rates

Home Overhead	Facilities Capital Cost of Money (FCCM)	Premium Overtime	Home Direct Expense
349.18%	3.592%	Reimbursed	0.00%

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

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

Sincerely,

Marie Castaneda
Professional Services Qualification Administrator
MC/as

1

VHB



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

July 03, 2025

Mark Bertocini, Director of Transportation
VANASSE HANGEN BRUSTLIN, INC.
225 E Robinson Street
Suite 300
Orlando, FL 32801
mbertocini@vhb.com

Dear Mr. Bertocini:

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
- 5.4 - 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

- 8.1 - Control Surveying

1

- 8.2 - Design, Right of Way & Construction Surveying
- 8.4 - Right of Way Mapping

- 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.

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money (FCCM)	Premium Overtime	Home Direct Expense	Field Direct Expense	Published Fee Schedule
167.23%	150.98%	0.805%	Reimbursed	4.67%	3.55%	No

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

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

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

Sincerely,

Philip Pitts
Professional Services Qualification Administrator
PP/YG

2



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

July 02, 2025

David McFarlin, Sr VP
VOLKERT, INC.
1836 Hermitage Boulevard
Suite 200
Tallahassee, FL 32308
david.mcfarlin@volkert.com

Dear Mr. McFarlin:

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

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

- 6.1 - Traffic Engineering Studies
- 6.2 - Traffic Signal Timing
- 6.3.2 - Intelligent Transportation Systems Implementation
- 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications

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

- 8.1 - Control Surveying
- 8.2 - Design, Right of Way & Construction Surveying
- 8.4 - Right of Way Mapping

1

- 10.1 - Roadway Construction Engineering Inspection
- 10.3 - Construction Materials Inspection
- 10.4 - Minor Bridge & Miscellaneous Structures CEI
- 10.5.1 - Major Bridge CEI - Concrete
- 10.5.2 - Major Bridge CEI - Steel

- 13.5 - Subarea/Corridor Planning
- 13.7 - Transportation Statistics

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2026, for contracting purposes.

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money (FCCM)	Premium Overtime	Home Direct Expense	Field Direct Expense	Published Fee Schedule
141.73%	125.28%	0.662%	Reimbursed	5.04%	11.93%	No

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

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

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

Sincerely,

Philip Pitts
Professional Services Qualification Administrator
PP/YG

2



Kathrin Tellez, AICP, PTP, RSP2B

Systems and Policy Planning & Transit Planning

About

Kathrin Tellez, AICP, PTP, RSP2B, is a Principal Transportation Planner in Fehr & Peers' Orlando office with over 26 years of experience in a wide range of multimodal planning efforts, including safety assessments, transportation impact analyses, integrated transportation/land use planning, site plan review, corridor studies, parking studies, impact fee studies, and active transportation plans. What differentiates Kathrin is her highly analytic approach to planning projects, thinking through how a plan might be used and how a policy might be applied to consider the practical application and unintended consequences.

Relevant Project Experience

US 441 Sidewalk Gap Closure (Orlando, FL) Budget: \$66,000

Fehr & Peers supported a collaboration between FDOT D5 and the City of Orlando to identify opportunities to close the sidewalk gap on US 441 between Colonial Drive and Country Club Drive. With right-of-way limitations due to an active rail line on the east side of the road and a developed neighborhood on the west side of the street, we were challenged to identify a project alternative that did not place roadway users closer to the rail facility or require right-of-way acquisition. While there is a two-way left-turn lane that can be repurposed for much of the corridor to provide a shared use path on the west side of the street, the existing length of the southbound left-turn queue limited options within the left-turn taper area around a constrained area. We explored different signal timing strategies including serving the southbound left-turn phase twice during each cycle, which sufficiently reduced the extent of the queue such that the left-turn storage could be reduced and a sidewalk constructed through the pinch point. This low-cost solution made the entire half mile sidewalk gap closure possible as acquiring right-of-way would have made the project financially infeasible. The city and district are now collaborating to identify funding and a project implementation timeline.

MetroPlan Orlando Vision Zero Action Plan (Orange, Osceola, & Seminole Counties, FL) Budget: \$784,000

Following our support to MetroPlan Orlando in the preparation of a successful \$4 million grant application through the Safe Streets and Roads for All (SS4A) Grant Program, Kathrin managed Fehr & Peers efforts for the preparation of a Regional Vision Zero Action Plan, branded as Vision Zero Central Florida and helped guide the development of the County-wide and City Action Plans for the MetroPlan Orlando region. This overall effort won an Award of Excellence at the 2025 APA Florida Project Awards with the 18-month planning effort producing 23 coordinated Safety Action Plans, one for the three-county region (Orange, Osceola, Seminole) and 22 local plans, making Central Florida a national model for large-scale Vision Zero collaboration. With the action plan adopted in 2024, Fehr & Peers is now supporting implementation steps, like curating a quarterly Safety Speaker series, leading Road Safety Audits on the High Injury Network, and supporting continued Task Force meetings. We also prepared a whitepaper on micromobility to identify best practice approaches to planning for micromobility users.

Education

Master of Arts in Urban Planning (Transportation), University of California, Los Angeles, 2000

Bachelor of Arts in Geography/Environmental Studies, University of California, Los Angeles, 1998

Registrations

American Institute of Certified Planners (AICP) #019416

Professional Transportation Planner (PTP) #98

Road Safety Professional (RSP1) #566

Road Safety Professional Behavioral Specialty (RSP2B) #31

Affiliations

Institute of Transportation Engineers (ITE)

Women's Transportation Seminar (WTS)

American Planning Association (APA)

Years of Experience

26 Years



Stephen Spana, PhD, EI

Traffic Data and Management

About

Stephen serves as a transportation data scientist in the firm's Orlando office. His data analytic skills across multiple project types have led to innovative new techniques to better evaluate the overall transportation system through the combination different data sources that help uncover new insights, like combining level of traffic stress analyses and land use access information to identify where investments in safer and more comfortable walking and biking infrastructure could lead to increased walking and biking trips. His 3D visualization techniques have helped clients understand different prioritization schemas, and his leadership in our internal python users group has led to new efficiencies in the development of high injury networks and high-risk networks.

Relevant Project Experience

Sarasota County Thoroughfare Plan (Sarasota, FL) Budget: \$136,325

Fehr & Peers led the update to Sarasota County's Thoroughfare Plan using the Florida Department of Transportation (DOT) District 1 Regional Planning Model (DIRPM v2.1). Stephen led all forecasting tasks, including conducting static and dynamic subarea validation, updating land uses, and modifying the road network. The updated model was then used to assess the capacity performance of the thoroughfare network in the near-term and long-term. Off-model analyses were conducted to quantify how investments in non-motorized travel could reduce vehicular demand. Fehr & Peers also assessed the impact of removing Keyway Road from the thoroughfare network or reducing the capacity. Stephen served as project manager and lead analyst.

El Conquistador Parkway Corridor Study (Manatee County, FL) Budget: \$60,015

Stephen supported a corridor study in Manatee County, FL for El Conquistador Parkway. The aim of the study was to assess the performance of the existing cross section (2-lanes in some portions and 4 lanes in others), and to identify a consistent cross section for the entire corridor. This involved a field review to evaluate operational conditions and verification of signal timings received from the county. Forecasts for traffic were also modified according to recent developments in the area. Operational analysis was conducted at the segment level, using SIDRA for roundabouts, and Synchro for signalized intersections.

Broward MPO Regional Safety Action Plan (Broward County, FL) Budget: \$712,625

This Regional Safety Action Plan is a joint commitment between the Broward County MPO and Broward County to plan and implement projects and strategies that will prevent roadway deaths and serious injuries by improving safety for all roadway users, including vulnerable users (pedestrians, bicyclists, public transportation users, micromobility and other non-motor vehicle users). As part of this plan, Stephen conducted various of data-driven safety analyses, focusing on crashes where people have been or have the potential to be Killed or Seriously Injured (KSI crashes). The two parallel and complementary components of this task included the development of the countywide High Injury Network (HIN) and the High-Risk Network (HRN).

Education

Ph.D. in Transportation Engineering, University of Florida, 2021

Bachelor of Science. in Civil Engineering, University of Florida, 2016

Registrations

Engineering Intern, Florida (#1100019926, April 2016)

Publications and Presentations

S. Spana, L. Du and Y. Yin, Strategic Information Perturbation for an Online In-Vehicle Coordinated Routing Mechanism for Connected Vehicles Under Mixed-Strategy Congestion Game. IEEE Transactions on Intelligent Transportation Systems (2021).

Charisis, A., Spana, S., Du, L., Kaiser, E. Logistics Hub-Location Scheduling Model for Inner-City Last Mile Deliveries. International Journal for Traffic and Transport Engineering (2020).

Affiliations

Institute of Transportation Engineers (ITE)

Young Professionals in Transportation (YPT)

Years of Experience

5 Years



Robert G. Schiffer, AICP, FPC President
Traffic Data and Management

Mr. Schiffer is a proven leader in the transportation planning community. He has logged countless volunteer hours for the Transportation Research Board (TRB), the Institute of Transportation Engineers (ITE), and the American Planning Association (APA). His experience encompasses transportation planning studies in 28 states and commonwealths for national, statewide, regional, municipal, subarea, and private sector clients. He has worked on 37 MPO long-range transportation plans, over 30 subarea transportation plans, more than 50 travel demand model updates, and numerous studies of travel patterns and behaviors. Recent project experience is below.

Lake Wales Mobility Plan, Lake Wales, FL – Mr. Schiffer used the FDOT District One Regional Planning Model (D1RPM) to extract subarea model networks, summarize 2015 and 2045 vehicle-miles traveled (VMT) and compute vehicle-miles of capacity (VMC). The study included analysis of VMT and VMC for existing and proposed future city limits, along with summaries of key base year and horizon year demographic data. **\$3,000**

Cape Coral Multimodal Transportation Master Plan, Cape Coral, FL – The City of Cape Coral Multimodal Transportation Master Plan resulted in a list of implementable transportation projects with a 20-year horizon that support people of all ages and abilities. For this study, Mr. Schiffer used the FDOT D1RPM to provide citywide growth metrics and creatively test scenarios of low impact transportation projects. **\$25,484**

I-75 Commercial Vehicle Lanes (CVL) Impact Study, McDonough, GA – Subconsultant leading all travel demand modeling on a study of planned truck only lanes on I-75 south of Atlanta. Mr. Schiffer generated a new Cube application based on the Atlanta Regional Commission (ARC) model. His set of 40 Cube application steps are focused solely on vehicle components of the model, including 4 truck purposes and 3 external passenger trip purposes. This model version uses a set of 2050 external trip adjustment factors to match 2048 traffic estimates from a previous GDOT CVL study. **\$19,800**

New York State Energy Research and Development Authority Medium/Heavy Duty Electric Vehicle Grid Impact – Serving as Expert Advisor on a study for NYSEDA on the impacts of electrification of trucks in New York state. Mr. Schiffer is supporting prime consultant on analyzing big data on truck origin-destination flows and the locations of domiciled trucks. **\$9,900**

Lee County MPO Caloosahatchee Downtown Alternative Multimodal Feasibility Study, Fort Myers, FL – Mr. Schiffer is leading travel demand modeling and traffic forecasting using the updated FDOT D1RPM. These efforts have also included incorporating recent land developments into the model and comparing model estimates against Replica big data. **\$9,900**

Montgomery 2022-2027 Transit Development Plan Update, Montgomery, AL – Subconsultant Project Manager on an update to the M-Transit TDP. His efforts on this project focused on implementing a transit onboard survey, along with summarizing demographic data and relevant metrics from the region's travel demand model that he previously updated for the Montgomery MPO. For the onboard survey, Mr. Schiffer developed a sampling plan, provided input on the survey instrument, conducted field observations, and summarized survey findings. He also led study documentation and public outreach. **\$2,448**

NCHRP 08-198 Data for Forecasting Truck Parking and Land Use – Panelist to review and comment on deliverables from a national research study to develop truck parking demand estimates for a range of truck-generating land uses. These estimates will support local agencies in creating development guidelines for off-street truck parking and queuing requirements. **\$ N/A**

NCHRP 08-173 Impacts of E-Commerce on Travel and Land Use – Serving as panelist to review and comment on deliverables from a national research study of transportation and land use impacts from the growth in e-commerce throughout the U.S. **\$ N/A**

EDUCATION

- M.S., Urban and Regional Planning, Transportation Specialization
Florida State University, 1984
- B.A., Geography and Urban Studies,
Memphis State University, 1982
(now University of Memphis)

CERTIFICATIONS

- American Institute of Certified Planners, Since 1987, #040968

EXPERIENCE

- 42 years, transportation planning & travel demand modeling/forecasting
- ✓ 8 years at FuturePlan Consulting
- ✓ 34 years at other consulting firms
- ✓ Located in Tallahassee, Florida

SPECIALIZATIONS

- travel demand modeling, long-range transportation plans, travel behavior & origin-destination travel surveys, site impact traffic studies, forecasting corridor multi-modal travel demand, freight studies.



Lauren Brooks, AICP

Short and Long Range Planning

Lauren is a seasoned planning professional with extensive experience in transportation, environmental, and community planning. She supports FDOT districts, MPOs, and local agencies in developing transportation projects, plans, and studies. A recognized expert in Florida's Efficient Transportation Decision Making (ETDM) Process, Lauren has been involved since its inception and is highly proficient in all aspects of program implementation. In addition to managing ETDM tasks, she leads PD&E studies, corridor and sub-area plans, and multimodal studies focused on pedestrian, bicycle, and transit systems. Her work also includes public outreach for pipeline testing and LRTP updates, as well as contributions to comprehensive and post-disaster recovery plans. Lauren's core responsibilities span task management, public engagement, agency coordination, visioning, GIS mapping and analysis, and data-driven research.

EDUCATION

MS, Urban & Regional Planning,
Florida State University, 2004

BS, Environmental Sciences,
Texas Christian University, 2001

REGISTRATIONS

American Institute of Certified
Planners, No. 146047

PROFESSIONAL ASSOCIATIONS

American Planning Association-
Florida Chapter

Westshore Alliance Transportation
Committee (Chair), Westshore
Alliance Executive Committee, &
Westshore Alliance Board of
Directors

Tampa Downtown Partnership
Transportation Committee

INDUSTRY TENURE

25 Years

HDR TENURE

1 Year

**Work performed prior to HDR*

RELEVANT EXPERIENCE

Polk TPO, General Planning Consulting (GPC) Services*

Polk County, FL

Task Manager. Lauren supported Polk TPO assignments under the GPC Services contract as a Task Manager. Her specific tasks included the preparation of three Technical Memoranda for the Livable Polk Initiative - Transit and Aging in Place, Transit: Making Housing More Affordable, and Connecting Neighborhoods to Community Services and Places; the development and presentation of a methodology and case study for conducting neighborhood mobility audits; and the development and presentation of ten neighborhood mobility audits (which assessed transportation access to essential services in transportation disadvantaged communities) to support the Polk TPO's 2040 LRTP. The Polk TPO was awarded an American Planning Association, Heart of Florida "2015 Award of Excellence" and the American Planning Association, Florida Chapter "2017 Award of Excellence in Planning" for the Neighborhood Mobility Audits.

Cost: Varies by task.

Hillsborough TPO, General Planning Consulting

Hillsborough County, FL

Contract Manager. HDR supports the TPO on a wide variety of projects under our GPC. Lauren acts as the liaison between HDR and the TPO. She has been involved with several of the tasks under our GPC, most recently the State of the System update.

Cost: Varies by task.



Stefanie McQueen, AICP

Core MPO Functions Support

Stefanie is a project manager and planner with more than two decades of professional experience in project management and several planning disciplines including land use and transportation planning, economic development, military planning, public involvement, transit, traffic modeling, and urban design. She has a diverse set of skills including: compiling and assessing land use, demographic, socioeconomic, transportation, and environmental data for planning policy and community design projects; designing and facilitating public engagement events and activities; preparing analytical and presentation maps and graphics; presenting planning proposals to community stakeholders, public officials, and peer professionals; and creating planning reports, codes and regulations.

EDUCATION

Master of Regional Planning,
Cornell University, 2006

BA, History, University of
Virginia, 2002

REGISTRATIONS

American Institute of Certified
Planners (AICP), No. 023652,
Issued: 07/12/2009

Certified Charrette Planner,
National Charrette Institute

INDUSTRY TENURE

23 years

HDR TENURE

18 years

RELEVANT EXPERIENCE

MetroPlan Orlando, General Planning Consultant

Orange, Osceola, and Seminole Counties, FL

Project Task Manager. HDR supports MetroPlan Orlando on a wide range of planning projects through our GPC. Stefanie was heavily involved in the Vision Zero Action Plans that HDR worked on under the GPC. HDR's services on the MetroPlan Orlando Vision Zero Action Plan included developing unique action plans for Seminole County and six cities within the County. **Cost:** Varies by task.

Hillsborough TPO, General Planning Consulting

Hillsborough County, FL

Project Task Manager. HDR supports the TPO on a wide variety of projects under our GPC. Stefanie led the Brightline Tampa Station Area Study. The Hillsborough County TPO Brightline Station Area Study laid the groundwork for a potential Brightline station in Tampa, envisioning it as a central hub for regional mobility. Focused on enhancing multimodal connectivity and accessibility for a range of potential users, HDR conducted the study to evaluate ridership potential, regional linkages, and mobility improvements that support sustainable growth and economic development.

Cost: Varies by task.

Space Coast TPO, General Planning Consultant

Brevard County, FL

Project Task Manager. HDR is serving as a GPC for the Space Coast TPO. Under this contract, multiple task work orders have been assigned highlighting the diverse range of services HDR can offer as a GPC. Under this contract Stefanie led the Cocoa Intermodal Feasibility Study.

Cost: Varies by task.



Sharon Wright, AICP, LEED AP BD+C, ENV SP

System and Policy Planning

As HDR's Florida Resilience Practice Lead, Sharon is effective at working across disciplines with local, state, and federal governments, community organizations, and businesses to increase sustainability and resilience. She applies her urban and environmental planning expertise to implement sustainable/resilient design for grey/green infrastructure for public access, neighborhood level resilience, and environmental justice programs.

EDUCATION

MS, City Planning
Georgia Institute of
Technology, 1999

BS, Soil and Water Science
University of Florida, 1997

REGISTRATIONS

American Institute of Certified
Planners (AICP),
No. 016965

Certified Charrette Planner,
National Charrette Institute,
Issued: 2007

LEED AP BD+C, Issued: 2009

Envision Sustainability
Professional (ENV SP),
Issued: 2016

INDUSTRY TENURE

34 years

HDR TENURE

16 years

**Work performed prior to HDR*

RELEVANT EXPERIENCE

City of Tampa, Vulnerability Assessment (VA) – Adaptation Focus Areas Tampa, FL

Project Manager. The City's VA included a task to evaluate access vulnerabilities at two locations: a.) At the Davis Islands Bridge, which provides a vehicular connection to Tampa General Hospital (TGH), and b.) At 34th Street, which is a north-south connection to the McKay Bay peninsula which is home to critical City facilities including the Waste-to-Energy Plant, police impound, solid waste vehicle storage, and other administrative operations. Adaptation concepts and potential phased workplans were developed for the Davis Islands bridges including several structure types, elevations, and infrastructure lifecycles. Access and road elevation concepts were developed for 34th Street access with Selmon Expressway height restrictions to mitigate physical and operational risk to critical facilities. Work included stakeholder engagement with City departments and TGH as well out laying out assumptions, access options, and outline for cost of disruptions.

Cost: \$75k

City of St. Petersburg, Miscellaneous Professional Services for Potable Water, Wastewater, and Reclaimed Water Projects

St. Petersburg, FL

Sustainability and Resilience Lead. HDR currently provides professional engineering services on a continuing basis for the City's potable water, wastewater and reclaimed water projects funded by the City, SWFWMD, FDEP, USEPA, or other agencies or by a combination of funding sources.

Cost: Varies by task.

Pinellas County, Utilities Engineering Consulting Services Pinellas County, FL

Sustainability and Resilience Lead. HDR continues to provide continuing engineering services for the planning, design, engineering and construction phase services in support of Pinellas County Utilities' water, wastewater and reclaimed water projects. We have provided project management services for preliminary engineering reports, design of utilities and water and wastewater plant improvements.

Cost: Varies by task.



Steve Schukraft, AICP

Transit Planning

EDUCATION

Master of Planning,
University of Virginia, 1992

BA, Political Science,
University of South Florida,
1985

REGISTRATIONS

American Institute of
Certified Planners (AICP),
FL, No. 015562,
Issued: 07/01/2000

Certified Charrette Planner,
National Charrette Institute,
Issued: 10/01/2006

INDUSTRY TENURE

40 years

HDR TENURE

19 years

Steve is an accomplished transportation and community planner with over three decades of experience helping communities improve mobility, enhance livability, and encourage more sustainable patterns of growth and development. He has managed a range of transportation, community planning, and transit-oriented development projects; led dozens of public planning charrettes and workshops; and designed and managed large-scale visioning, goal setting, and planning initiatives. Steve has prepared integrated transportation and community plans for projects throughout the Tampa Bay Region, including recently completed projects for the Hillsborough and Pinellas MPOs, Hillsborough and Pinellas County, and the cities of Tampa, Clearwater, Largo, and Dunedin. He has also completed transit-oriented development projects across the US. From 1985 to 1988, Steve worked for the City of Sarasota Planning Department.

RELEVANT EXPERIENCE

Plan Hillsborough / Hillsborough County TPO, Brandon Corridors and Mixed-Use Centers Pilot Project

Hillsborough County, FL

Project Manager. HDR led a study of the Brandon area of Hillsborough County to better coordinate the envisioned land use pattern with planned transportation improvements along the three major east-west corridors in Brandon that connect residential areas to I-75 and employment centers in Hillsborough County. The project was designed to identify appropriate and market-ready locations for the creation of walkable and transit-supportive centers, and define policies, regulatory strategies, and capital investments to advance place-making, economic development, and multimodal transportation improvement objectives.

Cost: \$70k

FDOT District 1, District Wide Systems Planning Contract

Bartow, FL

Project Manager. HDR completed multiple task work order assignments to support the FDOT District One freight program. Tasks included updating the FDOT District One Freight Mobility and Trade Plan, assessing the feasibility of rail/highway grade separation for priority crossing locations, evaluating the impact of agricultural growth and development on freight movement patterns, evaluating truck parking, and delineating Freight Activity Center connector corridors. HDR served as contract manager and lead planner.

Cost: Varies by task.



Michelle Zehnder

Transit Planning

Michelle focuses on land use, transportation, and transit planning, as well as urban design and public involvement projects. She works closely with the project team to coordinate and develop strategies for projects, compile research on relevant planning topics, create presentations and reports, and advance public and client relationships. Prior to joining HDR as a Planner, Michelle was a graphic designer in the architecture and planning industry. She has vast knowledge as both a designer and a project manager.

EDUCATION

MS, Urban Planning and Policy, University of Illinois Chicago, 2014

BA, Graphic Design, University of Florida, 2004

PROFESSIONAL MEMBERSHIPS

American Planning Association, Member, 2018-present

Congress for New Urbanism, Florida Chapter Secretary, 2019-present

INDUSTRY TENURE

9 years

HDR TENURE

9 years

RELEVANT EXPERIENCE

MetroPlan Orlando, General Planning Consultant *Orange, Osceola, and Seminole Counties, FL*

Senior Planner. HDR supports MetroPlan Orlando on a wide range of planning projects through our GPC. Michelle supported the Vision Zero Action Plans that HDR worked on under the GPC. HDR's services on the MetroPlan Orlando Vision Zero Action Plan included developing unique action plans for Seminole County and six cities within the County.

Cost: Varies by task.

Hillsborough TPO, General Planning Consulting *Hillsborough County, FL*

Senior Planner. HDR supports the TPO on a wide variety of projects under our GPC. Michelle was heavily involved in the Brightline Tampa Station Area Study, she developed the branding and messaging that was used for public outreach materials. The Hillsborough County TPO Brightline Station Area Study laid the groundwork for a potential Brightline station in Tampa, envisioning it as a central hub for regional mobility. Focused on enhancing multimodal connectivity and accessibility for a range of potential users, HDR conducted the study to evaluate ridership potential, regional linkages, and mobility improvements that support sustainable growth and economic development.

Cost: Varies by task.

Space Coast TPO, General Planning Consultant *Brevard County, FL*

Senior Planner. HDR is serving as a GPC for the Space Coast TPO. Under this contract, multiple task work orders have been assigned highlighting the diverse range of services HDR can offer as a GPC. Under this contract Michelle worked on the Cocoa Intermodal Feasibility Study. Michelle also supported the 2050 Lake-Sumter Long Range Transportation Plan (LRTP) which is a planning document required by the U.S. Department of Transportation and the Florida Department of Transportation that is updated every five years to reflect the goals, objectives, and priorities of a region's transportation network.

Cost: Varies by task.



Tanner Martin

Traffic Data and Management

Tanner is a transportation planner with a focus on collecting, managing and analyzing transportation data to provide insight on complex planning issues for informed decision making. His specialty stems from serving Florida DOT by providing strategic guidance for the agency's transportation data analysis practices and emerging technology trends. He has helped the Florida DOT improve data quality and consistency and is currently involved in data analytics and visualization for public and agency consumption. He was heavily involved with the Florida Automated Vehicles Initiative that consisted of coordination with automotive industry professionals, Federal transportation partners and stakeholders leading the implementation of AV/CV. He is now actively assisting multiple offices within FDOT to incorporate emerging technologies into planning documents and program policies. He is recognized as a subject matter expert of emerging technologies in the Florida transportation planning and engineering community.

EDUCATION

MA, Urban and Regional Planning, University of Florida, 2011

BS, Environmental Studies, University of West Florida, 2008

INDUSTRY TENURE

14 years

HDR TENURE

9 years

RELEVANT EXPERIENCE

FDOT Central Office, Connected and Automated Vehicles (CAV) Program GEC

Statewide, FL

Senior Transportation Planner. HDR serves as FDOT central office connected and automated vehicles (CAV) program general engineering consultant. HDR carries out various GEC task work orders including CAV deployment, Smart Work Zone (SWZ) software platform development, Smart Work Zone (SWZ) action plan including training plan, technical special provisions, and modified special provisions.

Cost: Varies by task.

FDOT Central Office, Transportation Data and Analytics Office In-House Support

Tallahassee, FL

Project Manager. HDR is assisting the Transportation Data and Analytics Office with developing an innovative multimodal data program that supports the data analysis of people and goods along Florida's multimodal transportation networks. This includes the collection, analysis and distribution of data and information related to roadway, bicycle, pedestrian, railway, aviation and waterway modes.

Cost: Varies by task.

ERIN MARTINEAU

Traffic Data and Management

Erin Martineau oversees the internal operations of all video data collection projects performed at QC. She leads the team that performs all facets of video data processing, quality assurance/control, and data delivery with a keen eye for detail and precision. With adept oversight, she ensures seamless project execution, meticulously ensuring that all deliverables adhere to stringent requirements and uphold our high-quality standards. Her extensive hands-on experience equips her with invaluable insights and knowledge, enabling her to navigate complex challenges, driving forward our commitment to accuracy in every project.

SPACE COAST TPO | BREVARD COUNTY TRAFFIC COUNT PROGRAM –

Video Reduction Manager responsible for the data review efforts for the data processing off special and routine traffic volume, AM/PM peak turning movement and pedestrian counts, and other related traffic data collection surveys at specified locations throughout Brevard County, Florida. This data includes signal timing characteristics including signal phase cycle length and timing. **\$260,000**

SUNRUNNER BRT SIGNAL RETIMING TRAFFIC COUNTS | PINELLAS

COUNTY | PENNONI – As Video Processing Manager, Erin Martineau oversaw the review and processing of turning movement and volume counts collected at 80 locations across Pinellas County. Erin coordinated with the field and client teams to confirm data requirements, ensured accuracy across 120 camera datasets, and delivered validated results promptly to support the bus corridor's signal retiming initiatives. **\$61,760**

PASADENA AVE TRAFFIC COUNTS | PINELLAS COUNTY | KITTELSON & ASSOCIATES – QC, led by Erin Martineau in video processing, provided peak hour turning movement counts and 72-hour approach volume counts for Pinellas County on Pasadena Ave. Erin's efficient management of camera footage review maximized accuracy while streamlining data turnaround, supporting high-quality traffic analysis. **\$10,645**

HAINES CITY/POLK COUNTY TRAFFIC COUNTS | RAYSOR

TRANSPORTATION – As Video Processing Manager, Erin Martineau supervised the processing of 352 hours of traffic data across 68 peak-hour TMC locations. Erin's leadership in managing review workflows and implementing quality controls ensured the delivery of clean and reliable datasets for citywide traffic flow analysis. **\$26,320**

LAKE COUNTY TRAFFIC COUNTS | LAKE COUNTY, FL | HALL PLANNING &

ENGINEERING – Erin Martineau directed video data review and QA/QC for traffic counts at 14 TMC and 5 volume-only sites. When challenges occurred in the field, Erin ensured processing adjustments and validations were handled smoothly, keeping project timelines on track and data quality intact. **\$11,860**



CONTACT

📍 Tampa, FL

✉ emartineau@qualitycounts.net

☎ 601.422.5099

12 years of experience

EDUCATION

MS & BS | Mathematics | University of Southern Mississippi | Hattiesburg, MS

AFFILIATIONS

International ITE – Member
ITE Committee on Data – Member
WTS – Member
Tran-SET – Project Review Panelist



TRUE DATA TO IMPROVE MOBILITY

Roberta Fennessy, AICP

Systems and Policy Planning



Roberta is VHB's Planning & Design Service Leader, based in VHB's Orlando office. She is a multi-faceted architect and urban planner with strong strategic and project management skills. Her in-depth knowledge of land use laws, zoning regulations, and approvals processes has made her a key figure in navigating projects and clients through various levels of agency and governmental approvals.

21 years of professional experience

Education

MSc, Urban Planning, Columbia University, 2006

BDES, Architecture, University of Florida, 2003

Registrations/Certifications

American Institute of Certified Planners 07/2009 (reg# 023442)

Volusia-Flagler Transportation Planning Organization, Volusia-Flagler Vision Zero Action Plan

In 2025, the Volusia-Flagler Transportation Planning Organization (TPO) a Vision Zero Action Plan. The development of this plan utilized a multi-faceted approach to make data-driven recommendations with buy-in from the community and local stakeholders to reach the goal of reducing traffic-related fatalities and injuries to zero on Volusia and Flagler County roadways by 2050. Roberta served as Project Manager for this effort. **\$400,000**

MetroPlan Orlando, Orange County Vision Zero Action Plan, Orange County, FL

As part of the MetroPlan Orlando General Planning Consultant contract, VHB led the development of Orange County's Vision Zero Action Plan supporting the County's goal of achieving zero traffic deaths by 2040. The plan included a policy review to identify opportunities and barriers to Vision Zero and to tailor mitigation measures for roadway and intersection safety design and operations in Orange County. The plan was adopted in 2024 and Roberta served as Project Manager for both this project and the General Planning Consultant contract. **\$400,000**

MetroPlan Orlando, Local Government Vision Zero Action Plan Support, Central FL

As Project Manager, Roberta led the VHB team contributing to the development of Vision Zero Action Plans for five MetroPlan Orlando communities: Edgewood, Eatonville, Belle Isle, Winter Park, and Maitland. These projects support the Vision Zero Central Florida initiative aimed at eliminating traffic fatalities and serious injuries in the region. **\$600,000**

City of St. Cloud, Transportation and Mobility Master Plan, St. Cloud, FL

VHB assisted the City of St. Cloud in updating and enhancing its city-wide Transportation and Mobility Master Plan (T&MMP). Serving as Project Manager, Roberta led planning efforts to consolidate and modernize the City's various transportation plans through updated transportation demand modeling. The plan included data collection, an inventory of potential and existing unfunded projects, and an evaluation of prospective projects based on defined criteria to create a comprehensive project list. The T&MMP also addressed areas within the Osceola/St. Cloud Joint Planning Area that were not yet within City Limits and coordinated with both public- and private-sector projects. **\$150,000**

Katie Shannon, AICP, CNU-a, LEED GA

Systems and Policy Planning



Katie is a Senior Community Planner and Project Manager that focuses on community planning, Healthy Community Design principles, and the provision of innovative placemaking and low impact design solutions to bolster community sustainability and resiliency. She has is a passionate advocate for transportation safety and has extensive experience working in the field, having managed several Vision Zero efforts across the State of Florida. In 2016, she was recognized as an Orlando Top 40-Under-40 by the Orlando Business Journal for her diverse contributions to the field of planning.

Education

MS, Civic Urbanism, Rollins College, 2014

MA, Art Education, University of Central Florida, 2007

BA, Art History, University of Central Florida, 2005

BA, English, University of Central Florida, 2005

Registrations/Certifications

American Institute of Certified Planners 01/2018 (reg# 346346)

LEED Green Associate 01/2020 (reg# 10980588-GREEN-ASSOCIATE)

11 years of professional experience

Charlotte County-Punta Gorda Metropolitan Planning Organization (CCPG MPO), Comprehensive Safety Action Plan (CSAP), Charlotte County, FL

VHB was selected by the CC-PG MPO to prepare a CSAP for Charlotte County and the City of Punta Gorda, based on the USDOT FHWA's Safe System approach. The Action Plan identified a High Injury Network and associated safety recommendations to equitably implement countermeasures to significantly reduce serious injuries and fatalities along high crash corridors within Charlotte County. The project included extensive community outreach, best practices, and local condition assessments, with the plan adopted in December 2024. Katie was Project Manager for this project. **\$250,000**

City of Orlando, Vision Zero Action Plan, Orlando, FL

Katie served as the Deputy Project Manager for this first-of-its-kind transportation safety plan for the City of Orlando and was instrumental in helping to organize the data-driven approach and community outreach portions of the project. The final plan outlined strategic opportunities to reach the goal of eliminating traffic fatalities and severe injuries, while increasing safe, healthy, equitable mobility for all road users. The brand carried into the draft of an Action Plan, which includes a series of goals, action strategies and performance metrics to guide the City of Orlando staff and residents alike towards success in the Vision Zero program. **\$250,000**

Volusia-Flagler Transportation Planning Organization (TPO), Volusia-Flagler Vision Zero Action Plan

In 2025, the Volusia-Flagler Transportation Planning Organization (TPO) adopted a Vision Zero Action Plan. The development of this plan utilized a multi-faceted approach to make data-driven recommendations with buy-in from the community and local stakeholders to reach the goal of reducing traffic-related fatalities and serious injuries to zero on Volusia and Flagler County roadways by 2050. Katie served as Deputy Project Manager for this effort. **\$400,000**

FDOT D1/SIS-Community Engagement, Orlando, FL

Katie is serving as Project Manager for the District 1 initiative to engage the jurisdiction's 12 counties and other government agencies. This systemic engagement process aims to foster interagency collaboration and supports alignment of land use and transportation policies. The ongoing engagement seeks to work collaboratively with local staff to identify strategies appropriate for their communities and provide partnership in implementation efforts. **\$150,000**

Amy Sirmans, PE, ENV SP

Implementation Planning



Amy has extensive experience in transportation planning and project development. She served as Project Manager for multiple Project Development and Environment (PD&E) studies conducted to meet the National Environmental Policy Act (NEPA) for both the Florida Department of Transportation (FDOT) and private sector. Amy has experience in public speaking and presenting project information at public meetings and to boards, committees, and other stakeholders. She previously served as a Local Agency Program (LAP) Design Project Manager, PD&E Project Manager, PD&E Engineer, and Project Development Manager for FDOT District 5. Amy was also formerly the FDOT District 4 Contamination Impact Coordinator.

27 years of professional experience

Education

MS, Civil Engineering, Florida Atlantic University, 2015

BS, Environmental Engineering, University of Florida, 1998

Registrations/Certifications

Professional Engineer, FL, 01/2003 (reg# 59502)

Envision™ Sustainability Professional 12/2022 (reg# 52115)

Certified Public Manager, FL, 08/2008

City of Longwood, West Warren Avenue Complete Streets Study, Seminole County, FL

Amy served as Project Manager for the West Warren Avenue Complete Streets Study in the City of Longwood. The goal of this study was to develop a corridor to enhance connectivity and accessibility between all modes of transportation, activity centers, and surrounding neighborhoods. A Project Visioning Team comprised of agency stakeholders and other interested parties was developed to provide input into the existing conditions, Guiding Principles, project goals, and alternative concepts. **\$300,000**

FDOT District 1, US 41 Corridor Mobility and Safety Study (CMASS), Sarasota and Manatee Counties, FL

Amy serves as the Project Manager for the US 41 Corridor Mobility and Safety Study (CMASS) in the cities of Sarasota, Bradenton and Palmetto. This study will advance multimodal mobility, including transit prioritization options and safety conditions along the US 41/US 41 Business corridor from University Parkway in Sarasota to the 17th Street transit station in Palmetto. This project includes the development of goals and objectives, measures of effectiveness, neighborhood and corridor strategies, along with extensive public outreach leading into the development of concepts for the corridor. **\$370,000**

FDOT District 3, Capital City to the Sea Trails Multi-Use Path Corridor Planning Study, Franklin County, FL

Amy served as Transportation Engineer for this corridor planning study of a 21-mile segment of the Capital City to the Sea Trails network. The study assessed the potential impacts, both beneficial and adverse, resulting from each of the proposed trail alignments. A wide range of engineering, environmental, and socioeconomic criteria was used to determine the desirability of each proposed trail alignment. **\$200,000**

FDOT District 5, Continuing Services Contract for Design, Districtwide, FL

VHB currently holds a D5 CSC for design, where Amy has served as the Task Lead for all public involvement activities, including public meetings, hearings, and stakeholder coordination. Amy and her team have conducted multiple public involvement activities for design projects throughout the district, including face-to-face public meetings, virtual public meetings, and hybrid virtual/face-to-face meetings and hearings. **\$5M/ 5years**

Ned Baier, AICP

Core MPO Functions Support & QA/QC



Mr. Baier has 36 years of experience in local government and MPO transportation planning. He is proficient in cross-functional management, facilitation, and policy analysis. Mr. Baier also has extensive experience in long-range transportation plan (LRTP) development, technical analysis, agency and policy board support, public engagement, MPO policy planning, funding, regional coordination, capital improvement planning and prioritization, transit, corridor preservation planning, bicycle/pedestrian/trail feasibility planning, waterborne transportation plans, commuter assistance programs, and climate change action plans. He has also managed the transportation planning and development review processes and resources as well as provided project management for MPOs and local governments. Mr. Baier currently serves as President for the Florida Greenways and Trails Foundation Board of Directors.

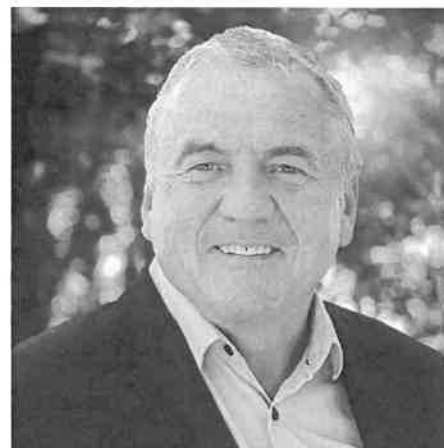
Project Experience

Caloosahatchee Downtown Alternative Multimodal Feasibility Study | Fort Myers, FL | Lee County MPO. Mr. Baier serves as Project Manager. The purpose of this study is to identify an alternate SUN Trail route to North Fort Myers via the Caloosahatchee Bridge, which will provide safer mobility and accessibility for pedestrians, cyclists, and micromobility users. The proposed study area is from Cleveland Avenue in the west to Fowler Street/Evans Avenue in the east, and Hanson Street in the south to Littleton Road in the north. As the prime consultant, Volkert will recommend a preferred alignment to the MPO, which will be carried forward for further development. The preferred route will be safe, feasible, cost effective, and consistent with stakeholder and community input and preferences. The study will also include a strong implementation strategy, aligning near- and mid-term actions with available financial resources. **\$600,000**

Multimodal Transportation Master Plan | Cape Coral, FL | City of Cape Coral. Mr. Baier served as Project Manager. The master plan was developed over 18 months in 2023 and 2024 through a technical analysis of crash, demographic, land-use, and transportation data, as well as incorporating community, stakeholder, and City administration input. The master plan provides a strategic 20-year vision for creating a safer multimodal transportation network in Cape Coral for all ages and abilities. The master plan updates Cape Coral's first Bicycle and Pedestrian Master Plan, which was adopted in 2017. The plan also identified a five-year, 10- year, and 20- year list of over 300 multimodal transportation policies, programs, and projects with strategies for funding and implementing those recommendations. The plan identifies a wide variety of improvements, such as roundabouts, mid-block crossings, on-demand transit service, micromobility programs, speed reduction programs, bicycle boulevards, bicycle lanes and trails, intersection safety improvements, a water taxi service, mobility hubs, lane repurposing, and a mobility fee program. **\$158,332**

General Planning Contract | Lee County, FL | Lee County MPO. Mr. Baier served as Deputy Project Manager in a major subconsultant role. Under this contract, Volkert completed data, GIS, and mapping services for public involvement activities, as well as the 2045 LRTP update, including data, GIS, and mapping; project analysis and prioritization; funding plan creation; report documentation; and client/stakeholder coordination. **\$220,000**

2050 LRTP Update, including CR 951 New Corridor Planning Study | Lee County, FL | Lee County MPO. Mr. Baier serves as Project Manager in a major subconsultant role. Tasks include existing conditions analysis; plans review; bicycle, pedestrian, and trail coordination, regional plans, including CR 951 New Corridor Planning Study; and resiliency, sustainability, and equity integration with the LRTP. For the corridor planning study, Volkert is examining a new road alignment for a 20-mile toll road in Lee and Collier Counties. Technical analysis includes environmental and right-of-way analysis, land development and comprehensive plan coordination, stakeholder interviews, opportunities and constraints analysis, planning level costs, travel impacts, and recommendations. **\$240,292**

**YEARS OF EXPERIENCE**

- 36 years total

EDUCATION

- BS, Community and Regional Planning, Iowa State University
- Continuing Education: Master's Transportation Courses, University of South Florida, Center for Urban Transportation Research (CUTR)

CERTIFICATIONS/TRAINING

- American Institute of Certified Planners (AICP), No. 111230

Chris Zuppa

Implementation Planning



Mr. Zuppa has more than 26 years of experience in urban planning and visual journalism for the planning, transportation, and engineering industries. His experience with a wide range of planning and case study research includes data collection, document preparation, fact sheets, funding research, infographics, mapping, and technical writing for projects such as multimodal planning and bicycle pedestrian safety plans. Mr. Zuppa has captured aerial images and video utilizing drones to produce creative and explanatory videos such as transportation technology and pedestrian bridge features for public workshops and community involvement activities. He has also produced multimedia for marketing and public relations campaigns.

Project Experience

Caloosahatchee Downtown Alternative SUN Trail Multimodal Feasibility Study | Fort Myers, FL | Lee County Metropolitan Planning Organization (MPO). Mr. Zuppa serves as Senior Transportation Planner. The purpose of this study is to identify an alternate SUN Trail route to North Fort Myers via the Caloosahatchee Bridge, which will provide safer mobility and accessibility for pedestrians, cyclists, and micromobility users. The study will also include a strong implementation strategy, aligning near- and mid-term actions with available financial resources. In order to identify potential alignments, evaluate feasibility, and make a recommendation for a preferred trail alignment, the Volkert Team will consider a number of factors, including but not limited to, the existing bicycle and pedestrian system; programmed or near-term improvements; feasibility and desirability of both off-street and on-street options among the various potential alternatives; major barriers, such as waterways and rail lines; roadway and intersection classification and characteristics; environmental issues, such as wetlands, drainage, right-of-way, and utilities; and adjacent land uses and destinations that may affect route choice. **\$600,000**

2050 LRTP Update, including CR 951 New Corridor Planning Study | Lee County, FL | Lee County MPO. Mr. Zuppa serves as Senior Transportation Planner in a major subconsultant role. Volkert is updating the 2050 LRTP by December 2025 for the Lee County MPO. Tasks include existing conditions analysis; plans review; bicycle, pedestrian, and trail coordination, regional plans, including CR 951 New Corridor Planning Study; and resiliency, sustainability, and equity integration with the LRTP. For the corridor planning study, Volkert is examining a new road alignment for a 20-mile toll road in Lee and Collier Counties. Technical analysis includes environmental and right-of-way analysis, land development and comprehensive plan coordination, stakeholder interviews, opportunities and constraints analysis, planning level costs, travel impacts, and recommendations. **\$240,292**

General Planning Contract | Lee County, FL | Lee County MPO. Mr. Zuppa served as Senior Transportation Planner in a major subconsultant role. Under this contract, Volkert completed data, GIS, and mapping services for public involvement activities the MPO, as well as the 2045 LRTP update, including data, GIS, and mapping; project analysis and prioritization; funding plan creation; report documentation; and client/stakeholder coordination. The purpose of the Lee County MPO 2045 LRTP was to identify and adopt policies, programs, and transportation improvements that were needed to serve the future population, employment, and traffic growth anticipated for the year 2045 in rapidly growing Lee County, Florida, which is home to nearly 700,000 residents and millions of visitors/tourists annually. Volkert's specific tasks on the LRTP included public and stakeholder involvement, GIS mapping, document production, analysis of prioritized projects, and development of cost feasible plans. The emphasis on community involved decision-making led to the development of a comment tracking tool for stakeholders to refer to in designing the cost feasible plan, which Volkert has maintained since November of 2019. Project prioritization was analyzed in GIS using FDOT's ETDM methodology, which ensured an emphasis on projects that had the greatest social impact. **\$220,000**

**YEARS OF EXPERIENCE**

- 26 years total

EDUCATION

- MS, Urban and Regional Planning (MURP), University of South Florida

CERTIFICATIONS/TRAINING

- AICP Candidate
- Drone (Part 107) Certification: 430+ Flights and Airspace Authorizations
- 360 Video

Interactions with TPO and Regulatory Agency Staff



— INTERACTIONS WITH TPO AND REGULATORY AGENCY STAFF

PGA was founded in Polk County and has a long history of working on multidisciplinary projects with Polk County, municipalities located along the I-4 corridor, FDOT District One, and other state and federal agencies.

TPO

TPO planning is a primary element of PGA's planning practice. Our key staff have developed work products for the majority of Florida's 27 M/TPOs, including work for the Polk TPO that extends more than 20 years to the 2030 Long Range Transportation Plan. Recent M/TPO tasks led or supported by PGA include bicycle and pedestrian master planning, multimodal count programs, revenue forecasting, safe routes to school studies, traffic counts, Community Transportation Coordinator evaluation, and LRTP Cost Feasible Plan development. PGA Contract Manager Lucas Cruse and other team task leads have previously worked as staff of MPOs nationwide. Collectively, this experience means that we have significant experience with, and insights into, the Polk TPO's core products and the critical role the agency plays in the county's transportation future.

FDOT

PGA brings unparalleled working experience with FDOT statewide, and particularly with District One. Our extensive work with FDOT in the PD&E and Design project development phases provides valuable insight into how the projects prioritized and programmed by the TPO can successfully advance to implementation.

PGA also has experience working with the FDOT Local Agency Program (LAP). Recent experience on this front includes completing the administrative tasks associated with delivering the District One LAP-funded Lake Hancock Trails Master Plan on behalf of Polk County Parks and Recreation. Through supporting the City of Bartow's efforts to pursue additional LAP-funded project opportunities, we have helped them navigate the considerations and process for a local agency to become LAP certified.

PGA is in the unique position of serving District One as a General Engineering Contract (GEC) prime consultant. In this role, our staff provide both in-house and project support across a wide variety of roles and offices including project management, design, structures, PD&E, environmental, landscape architecture, planning, safety, GIS, traffic operations, and modal development.

PGA Deputy Contract Manager Peyton McLeod's part-time in-house support role as the consultant lead for the District's Congestion Management Multimodal Planning (C3MP) team is of particular relevance to the TPO. Peyton facilitates coordination between M/TPOs and modal (transit, aviation, freight, and rail) partners, leading regular joint transit coordination meetings between the Polk TPO and Citrus Connection and supporting similar coordination between the TPO and Lakeland Linder International Airport. He also provides technical support to specific projects including the SunRail Polk County Expansion

PD&E Study and the Districtwide Bus Rapid Transit Feasibility Study. He leads reviews of all Transit Development Plans and is currently working with the District's Community Liaison group to enhance the review process for Long Range Transportation Plans.

FHWA

PGA's **Chad Thompson, PE** has 20 years of direct FHWA experience and continues to maintain close working relationships with the Florida Division Office. The PGA Team has experience with the various federally mandated MPO/TPO requirements within the continuing, comprehensive, and cooperative planning process such as LRTP, TIP, and UPWP. We are also very familiar with FHWA's risk-based approach to MPO/TPO certification reviews. It is noteworthy that Polk TPO received no corrective actions or recommendations in their most recent (2023) review. Our staff will stay informed of the evolving federal requirements, particularly with the upcoming multi-year reauthorization bill.

Our staff also worked closely with FDOT staff to streamline the Local Agency Program to increase compliance and reduce the burden on municipal staff. Our staff have significant experience in Federal transportation grants. Despite the IIJA ending after fiscal year 2026, over 30% of federal grant funding remains available. We are prepared to use our experience to assist the TPO and its partners to target the right grant at the right time to maximize winning percentages in a field that is highly competitive. Our thorough knowledge of the grant programs and requirements allows us to prepare quality applications and support Polk TPO with grant management activities such as procurements, grant agreements, and term sheets.

FTA

Peyton McLeod has coordinated with FTA regarding multiple ongoing projects within Polk County, including coordinating the advancement of the proposed Lakeland Intermodal Center into the PD&E phase.

HDR brings deep experience working with FTA and local project sponsors to advance transit projects from early feasibility through project development, environmental clearance, project funding and financing, engineering, and construction. They have successfully helped transit projects nationwide receive more than \$11.6B in federal funds. As of October 2025, HDR planners and engineers have provided support to 36% of all projects funded through FTA's Capital Improvement Grant project. Additionally, their team of economic, finance, and grant specialists provide objective, independent analysis to support data-driven investment decisions that meet budget objectives, strategic goals, and service commitments. They employ a highly successful approach for preparing grant

applications, including strategy, evaluation, and positioning for federal and state grant and loan opportunities as well as assistance with grant preparation and documentation.

WATER MANAGEMENT

We are fully aware that permitting can be a risk to project feasibility and schedule, even for planning studies and conceptual designs. For projects that require permits from the Southwest Florida Water Management District (SWFWMD) and/or the US Army Corps of Engineering (USACE), PGA's dedicated in-house Environmental & Permitting Group will initiate pre-applications with the appropriate agency to get early comments and feedback on the project concept. Wildlife-specific surveys are not anticipated but will be confirmed during pre-application meetings. We will assemble the appropriate permit application sections and supporting documentation needed to apply for each permit. We have experience working with the agencies to respond quickly to Requests for Additional Information or informal inquiries as needed.

CAPABILITIES MATRIX

We have included a table below that summarizes our overall team experience with all the regulatory agencies and county divisions listed in the RFP.

KEY TEAM MEMBER	Polk TPO	FHWA	FTA	FDOT	Polk TPO Member Agencies	Polk Co Roads & Drainage	Polk Co Parks & Natural Resources	SWFWMD
Lucas Cruse, AICP	X	X	X	X	X	X	X	X
Peyton McLeod, PTP	X	X	X	X	X		X	
Gordon Greene, PE		X	X	X	X	X		X
Chris Smith	X	X		X	X	X		
Katie Habgood, AICP	X			X				X
Kelsey Olinger, AICP	X	X	X	X				X
Chad Thompson, PE		X		X				
Jonathan Jones, PE				X		X		
Kim Warren	X	X		X	X	X	X	
Geraldo Sanchez, PE, PTOE		X		X				
Mary Stallings Weber	X			X	X	X		X
Kathrin Tellez, AICP, PTP, RSP2B [F&P]		X	X	X	X			
Robert Schiffer, AICP [FPC]	X	X	X	X	X			
Lauren Brooks, AICP [HDR]	X	X	X	X	X	X		X
Steve Schukraft, AICP [HDR]		X	X	X	X	X		
Roberta Fennessy, AICP [VHB]				X	X			X
Ned Baier, AICP [VOL]	X	X		X	X			

Timely Completion of Projects



— TIMELY COMPLETION OF PROJECTS

We have built a team with availability and responsiveness in mind. You can rest assured that our team, both key and supporting staff, will be available to respond quickly and carry out each assigned task order on or ahead of schedule. Timely completion of projects is rooted in thoughtful planning, clear communication, collaborative innovation, and quality work. The PGA Team is prepared to deliver exceptional value through a disciplined, transparent, and responsive approach to managing project costs

Key approaches for timely completion of projects:

- Tailored project scope
- Aligning the proper staff
- Proactive communication
- Innovation for process efficiency
- Quality work

As this contract is a general services contract, the project approach will be unique to each specific assignment. The PGA Team will work with the TPO's project manager to quickly develop a scope of services, schedule and fee, and assemble a team that will efficiently accomplish the goals for the assignment. The most competent and available staff pulled from the depth of our team will begin the project in a timely manner and effectively get the job done.

Regular internal and external communication is central to our cost and schedule management strategy. We also stay on-time and on-budget with regularly scheduled communication, both internal and external. PGA carefully coordinates efforts with internal meetings on a weekly basis to ensure all commitments are met. We analyze all schedules to ensure that all our current projects are properly staffed. Our priority is to ensure all project commitments are maintained and our clients are completely satisfied. We are aided in this effort by the fact that all major disciplines (planning, roadway, drainage, structures, traffic, landscape architecture, and community engagement) are

handled in-house at PGA, which gives us the capability to monitor our projects' progress daily and easily pull in other disciplines for review, consultation, and task work. We take pride in our ability to develop cost-effective solutions on time and look forward to exceeding your expectations.

Our project management team will carefully craft any assigned task scope and fee to be realistic. Our cumulative experience means that we understand where the hidden pitfalls can be, and our integrity means that we are honest about the level of effort required for different tasks. We also understand that sometimes boards and other stakeholders ask to add un-scoped tasks or efforts, and that is where our problem-solving skills will, with you, help develop the right approach to meet these needs within the established timeframes.

We continually seek opportunities to innovate, which includes improvement of routine processes. We also recognize that innovation doesn't need to be "shiny" with efficiencies being gained from simple automations such as online form development for redundant tasks, augmenting valuable staff hours, or preliminary collaboration on project prioritization with local governments to align needs and resources. Tactics of all shapes and sizes can result in project savings, and our team is ready to help the Polk TPO implement similar improvements tailored to its unique dynamics.

The PGA Team currently has no active planning contracts with Polk TPO. The key staff have immediate availability and will continue to have capacity as tasks come online.

— PGA KEY STAFF WORKLOAD AND LOCATION

KEY TEAM MEMBER	Project Role	Current Workload	Future Workload	Office Location
Lucas Cruse, AICP	Contract Manager	45%	35%	Tampa, FL
Peyton McLeod, PTP	Deputy Contract Manager & Transit Planning	55%	40%	Tampa, FL
Gordon Greene, PE	Principal-in-Charge	65%	50%	Bartow, FL
Chris Smith	QA/QC Manager	55%	45%	Bartow, FL
Katie Habgood, AICP	Core MPO Functions Support & QA/QC	55%	40%	Tampa, FL
Kelsey Olinger, AICP	Core MPO Functions Support	60%	50%	Tampa, FL
Gabriel Gonzalez, Jr., EI	Core MPO Functions Support	45%	40%	Tampa, FL
Chad Thompson, PE	System and Policy Planning	60%	45%	Tallahassee, FL
Ryan Wenger, AICP	System and Policy Planning	45%	35%	Orlando, FL
Mohammadreza Koloushani, PhD, PE, RSP1	System and Policy Planning	65%	50%	Tallahassee, FL
Jonathan Jones, PE	Implementation Planning	60%	50%	Bartow, FL
Megan Miller, PE	Implementation Planning	45%	40%	Bartow, FL
Kim Warren	Implementation Planning & QA/QC	50%	45%	Bartow, FL
Geraldo Sanchez, PE, PTOE	Traffic Data and Management	65%	55%	Orlando, FL
Mary Weber	Traffic Data and Management	60%	45%	Tampa, FL

— SUB CONSULTANT KEY STAFF WORKLOAD AND LOCATION

KEY TEAM MEMBER	Project Role	Current Workload	Future Workload	Office Location
Kathrin Tellez, AICP, PTP, RSP2B [F&P]	System and Policy Planning & Transit Planning	45%	30%	Orlando, FL
Stephen Spana, PhD, EI [F&P]	Traffic Data and Management	60%	25%	Orlando, FL
Robert Schiffer, AICP [FPC]	Traffic Data and Management	65%	55%	Tallahassee, FL
Lauren Brooks, AICP [HDR]	Core MPO Functions Support	60%	40%	Tampa, FL
Stefanie McQueen, AICP [HDR]	Core MPO Functions Support	70%	50%	Tampa, FL
Sharon Wright, AICP, LEED AP BD+C, ENV SP	System and Policy Planning	65%	50%	Tampa, FL
Steve Schukraft, AICP [HDR]	Transit Planning	65%	35%	Tampa, FL
Michelle Zehnder [HDR]	Transit Planning	75%	55%	Tampa, FL
Tanner Martin [HDR]	Traffic Data and Management	70%	50%	Tallahassee, FL
Erin Martineau [QC]	Traffic Data and Management	75%	60%	Tampa, FL
Roberta Fennessy, AICP [VHB]	System and Policy Planning	55%	45%	Orlando, FL
Katie Shannon, AICP, CNU-a, LEED GA [VHB]	System and Policy Planning	55%	45%	Orlando, FL
Amy Sirmans, PE, ENV SP [VHB]	Implementation Planning	55%	45%	Orlando, FL
Ned Baier, AICP [VOL]	Core MPO Functions Support & QA/QC	55%	35%	Tampa, FL
Chris Zuppa [VOL]	Implementation Planning	65%	40%	St. Petersburg, FL

Surveys of Past Performance



Survey Questionnaire – Polk County**RFP 25-687, Planning Services for the Polk Transportation Planning Organization (TPO)**To: Billy Groover (Name of Person completing survey)City of Bartow (Name of Client Company/Consultant)Phone Number: 863-534-0122 Ext. 3504 Email: bgroover.fleet@cityofbartow.net

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Jackson Ave Safety StudyName of Vendor being surveyed: Patel, Greene and Associates, LLCCost of Services: Original Cost: \$79,642 Ending Cost: \$79,642Contract Start Date: 2024 Contract End Date: 2025

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

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

Printed Name of Evaluator William GrooverSignature of Evaluator: William GrooverPlease fax or email the completed survey to: marketing@patelgreene.com

Survey Questionnaire – Polk County**RFP 25-687, Planning Services for the Polk Transportation Planning Organization (TPO)**To: Clarke Davis (Name of Person completing survey)Manatee County (Name of Client Company/Consultant)Phone Number: 941-708-7450 x7272 Email: clarke.davis@mymanatee.org

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Manatee County Trailways Master PlanName of Vendor being surveyed: Patel, Greene and Associates, LLCCost of Services: Original Cost: \$139,936 Ending Cost: \$139,936Contract Start Date: 2021 Contract End Date: 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)	9
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	8
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	9
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 Clarke DavisSignature of Evaluator: Please fax or email the completed survey to: via email 9-Feb-2026

Survey Questionnaire – Polk County**RFP 25-687, Planning Services for the Polk Transportation Planning Organization (TPO)**To: Corinne Arriaga, AICP, CPH (Name of Person completing survey)

City of Sarasota (Name of Client Company/Consultant)

Phone Number: 941.263.6362 Email: Corinne.Arriaga@sarasotaFL.gov

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: School Ave Greenway Extension Feasibility StudyName of Vendor being surveyed: Patel, Greene and Associates, LLCCost of Services: Original Cost: \$199,906 Ending Cost: \$199,906Contract Start Date: 2024 Contract End Date: 2025

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

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

Printed Name of Evaluator Corinne ArriagaSignature of Evaluator: C. ArriagaPlease fax or email the completed survey to: marketing@patelgreene.com

Survey Questionnaire – Polk County**RFP 25-687, Planning Services for the Polk Transportation Planning Organization (TPO)**To: Charles Ramdatt (Name of Person completing survey)City of Winter Park (Name of Client Company/Consultant)Phone Number: 407.599.3242Email: cramdatt@cityofwinterpark.org

Total Annual Budget of Entity _____

Subject: Past Performance Survey of Similar work:

Project name: Winter Park Transportation Master PlanName of Vendor being surveyed: Patel, Greene and Associates, LLCCost of Services: Original Cost: \$250,000 Ending Cost: \$250,000Contract Start Date: 2022 Contract End Date: 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 Charles RamdattSignature of Evaluator: [Signature]

Please fax or email the completed survey to: _____

TAB 7
DBE
Utilization



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

375-040-62
 PROCUREMENT
 01/16

Prime Contractor: Patel, Greene and Associates, LLC

Address/Phone Number: 12570 Telecom Drive, Temple Terrace, FL 33637

Procurement Number: 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: 45-2209743
 2. Firm Name: Patel, Greene and Associates, LLC
 3. Phone: 863.533.7317
 4. Address: _____
12570 Telecom Drive
Temple Terrace, FL 33637
 5. Year Firm Established: 2011

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: 68-0065540
 2. Firm Name: Fehr & Peers
 3. Phone: 321-430-1151
 4. Address: _____
200 S Orange Ave
Orlando, FL 32801
 5. Year Firm Established: 1985

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: 82-4658633
 2. Firm Name: FuturePlan Consulting, LLC
 3. Phone: 850-570-8958
 4. Address: _____
1256 Walden Rd
Tallahassee, FL 32317
 5. Year Firm Established: 2018

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: 47-0680568
 2. Firm Name: HDR Engineering, Inc.
 3. Phone: 813-282-2300
 4. Address: _____
4830 W Kennedy Blvd, Suite 400
Tampa, FL 33609
 5. Year Firm Established: 1917

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)

1. Federal Tax ID Number: 74-3073687
 2. Firm Name: Quality Counts LLC
 3. Phone: 813-374-0110
 4. Address: _____
5804 Breckenridge Pkwy, Ste C
Tampa, FL 33610
 5. Year Firm Established: 2002

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: 04-2931679
 2. Firm Name: Vanasse Hangen Brustlin, Inc.
 3. Phone: 407-839-4006
 4. Address: _____
225 E Robinson St, Suite 300
Orlando, FL 32801
 5. Year Firm Established: 1979

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: 63-0247014
 2. Firm Name: Volkert, Inc.
 3. Phone: 813-245-1618
 4. Address: _____
1408 N Westshore Blvd, Suite 600
Tampa, FL 33607
 5. Year Firm Established: 1925

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

X 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: _____.

Additional Forms and Documentation



Attachment "A"

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 Patel, Greene and Associates, LLC
(Name of entity submitting sworn statement)
whose business address is 12570 Telecom Drive, Temple Terrace, FL 33637
and (if applicable) its Federal Employer Identification Number is 45-2209743.
3. My name is Gordon Greene, PE and my relationship to the
entity named _____
(Print name of individual signing)
above is Executive Vice President.
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).*

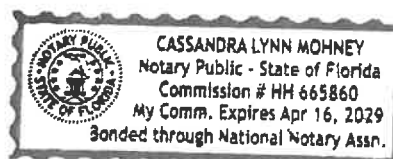
STATE OF FloridaCOUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3 day of February, 2026 by Gordon Greene (name) as Exec. VP (title of officer) of Patel, Greene & Assoc. (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: Cassandra Mohney

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: Patel, Greene and Associates, LLC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRUTH IN NEGOTIATION CERTIFICATION375-030-30
PROCUREMENT
05/14

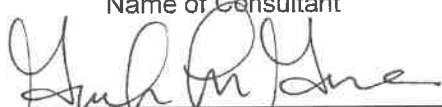
Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this 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.

Patel, Greene and Associates, LLC

Name of Consultant

By: Gordon Greene, PE - Executive Vice President02/02/2026

Date

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

375-030-50
PROCUREMENT
OGC-1/20

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

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

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

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

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

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

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

[illegible]

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

Printed Names

Signatures

Date _____

Gordon Greene, PE - Executive Vice President

Signatures

02/02/2026

Lucas Cruse, AICP - Contract Manager

James C. Cook
First M.L.D.

02/02/2026

Peyton McLeod, TPT - Deputy Contract Manager

Sept 2nd

02/02/2026

**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: Patel, Greene and Associates, LLC

By:  Gordon Greene, PE

Date: 02/02/2026

Title: Executive Vice President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:

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

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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.

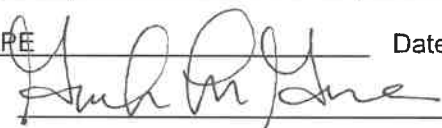
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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: Patel, Greene and Associates, LLC

By: Gordon Greene, PE Date: 2/2/2026

Authorized Signature: 

Title: Executive Vice President

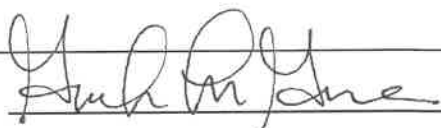
DISCLOSURE OF LOBBYING ACTIVITIES

Is this form applicable to your firm?

YES ☐ NO ☒

If no, then please complete section 4 below for "Prime"

N/A

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: Patel, Greene and Associates, LLC 12750 Telecom Drive Temple Terrace, FL 33637 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: Gordon Greene, PE Title: Executive Vice President Telephone No.: 863.533.7317 Date (mm/dd/yyyy): 02/02/2026		
Federal Use Only:					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

POLICY

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

ARTIFICIAL INTELLIGENCE (AI) POLICY

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

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

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

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



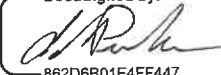
Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

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

DocuSigned by:

862D6B01F4FF447...
Jared W. Perdue, P.E., Secretary

ACKNOWLEDGEMENT OF FDOT'S AI POLICY

A handwritten signature in black ink, appearing to read "Gordon Greene".

Gordon Greene, PE
Executive Vice President

02/02/2026

863.533.7317 gordon.greene@patelgreene.com

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.

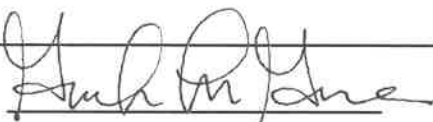
Tabatha Shirah

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: Gordon Greene, PE

Title: Executive Vice President

Company: Patel, Greene and Associates, LLC

February 11, 2026

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

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

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

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

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

Tabatha Shirah

Sr. Procurement Analyst

Procurement Division

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

Signature: 

Printed Name: Gordon Greene, PE

Title: Executive Vice President

Company: Patel, Greene and Associates, LLC

EXHIBIT "Aiii"

**FEDERAL HIGHWAY ADMINISTRATION
EXHIBITS TO COMPETITIVE GRANT AGREEMENTS**

Date: November 19, 2025

EXHIBIT A

APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this grant agreement under the grant program on the title page of Schedules A to H to the Grant Agreement the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this grant agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this grant agreement include, but are not limited to, the following:

General Federal Legislation

- a. Davis-Bacon Act – 40 U.S.C. 3141, et seq., as applicable under 23 U.S.C. 113
- b. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- c. Hatch Act – 5 U.S.C. 1501, et seq.
- d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- e. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- g. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- h. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- i. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- l. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- m. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- n. American Indian Religious Freedom Act, P.L. 95-341, as amended
- o. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- r. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- u. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- v. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- x. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- y. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- z. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- aa. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- bb. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794

- cc. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- dd. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101 -1104, 541, et seq.
- ee. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
- ff. Freedom of Information Act – 5 U.S.C. 552, as amended
- gg. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
- hh. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
- ii. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
- jj. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
- kk. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
- ll. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303 and 23 U.S.C. 138
- mm. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
- nn. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
- oo. Wilderness Act – 16 U.S.C. 1131-1136
- pp. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
- qq. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
- rr. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- ss. Cargo Preference Act of 1954 – 46 U.S.C. 55305
- tt. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

Executive Orders

- a. Executive Order 11990 – Protection of Wetlands
- b. Executive Order 11988 – Floodplain Management
- c. Executive Order 12372 – Intergovernmental Review of Federal Programs
- d. Executive Order 12549 – Debarment and Suspension
- e. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- f. Executive Order 14025 – Worker Organizing and Empowerment
- g. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship
- h. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing
- i. Executive Order 14154 – Unleashing American Energy
- j. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- k. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-based Opportunity

Presidential Policy Directives and Memorandums

- a. Presidential Policy Directive 21 – Critical Infrastructure Security and Resilience
- b. National Security Presidential Memorandum on Improving Cybersecurity for Critical Infrastructure Systems

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21, including any amendments thereto
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26, including any amendments thereto (as applicable under section 18.3 of this grant agreement)

Office of Management and Budget Circulars

- a. Any applicable OMB Circular.

Highway Federal Legislation

- a. Highways – Title 23, U.S.C. including but not limited to:
- b. Brooks Act (for FHWA projects, this incorporates Title IX of the Federal Property and Administrative Services Act of 1949 (formerly 40 U.S.C. 541, et seq.)) – 40 U.S.C. 1101-1104; 23 U.S.C. 112(b)(2)
- c. Letting of Contracts, 23 U.S.C. 112
- d. Highway Design and Construction Standards, 23 U.S.C. 109
- e. Prevailing Rate of Wage, 23 U.S.C. 113
- f. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- g. Tolls, 23 U.S.C. 301 (to the extent the Recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- h. Size, Weight, and Length Limitations – 23 U.S.C. 127, 49 U.S.C. 31101 et seq.
- i. Buy America – 23 U.S.C. 313
(see http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm)
- j. Nondiscrimination – 23 U.S.C. 140
- k. Efficient Environmental Reviews - 23 U.S.C. 139

Federal Highway Regulations

- a. Highways – Title 23, C.F.R. including but not limited to the specific parts identified herein.
- b. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. National Highway System Design Standards – 23 C.F.R. Part 625
- d. Preconstruction Procedures – 23 C.F.R. Part 630 Subparts A and B
- e. Construction and Maintenance – 23 C.F.R. Part 635
- f. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- g. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- h. Procedures for Abatement of Highway Traffic and Construction Noise – 23 C.F.R. Part 772
- i. Intelligent Transportation System Architecture and Standards – 23 C.F.R. Part 940
- j. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 C.F.R. Part 774
- k. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122
- l. Required Contract Provisions – 23 C.F.R. Part 633 (Form 1273)
- m. External Programs – 23 C.F.R. Part 230

Specific assurances required to be included in the grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this grant agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities
Act, as amended)

49 C.F.R. Parts 21 (including any amendments thereto), 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this grant agreement under the grant program on the title page of Schedules A to H to the Grant Agreement, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21, including any amendments thereto (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted award under the grant program on the title page of Schedules A to H to the Grant Agreement:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. Part 21, including any amendments thereto, will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with an award under the grant program on the title page of Schedules A to H to the Grant Agreement and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely,

complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the grant program on the title page of Schedules A to H to the Grant Agreement . This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the award under the grant program on the title page of Schedules A to H to the Grant Agreement.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21, including any amendments thereto.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as

the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the terms and conditions of the award under the grant program on the title page of Schedules A to H to the Grant Agreement, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, including any amendments thereto, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21, including any amendments thereto.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the grant program on the title page of Schedules A to H to the Grant Agreement, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the award under the grant program on the title page of Schedules A to H to the Grant Agreement, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to

the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

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

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered

transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), similar provisions in prior appropriation acts, and anticipated for future appropriations acts, and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“Tax Delinquency” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

4. **Prohibition.** If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT FHWA.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT FHWA in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT FHWA in writing of that affirmative response.
- (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT FHWA in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and

- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT FHWA under section 5.

TERM B.4
RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT C
PROJECT PROGRESS REPORTS AND RECERTIFICATIONS:
FORMAT AND CONTENT

1. **Purpose.** The purpose of the Project Progress Reports and Recertifications under the grant program on the title page of Schedules A to H to the Grant Agreement are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.
2. **Format and Content.** The Recipient shall produce a cost, schedule, and project status report that contains the sections enumerated in the following list. At the discretion of the FHWA, modifications or additions can be made to produce a progress reporting format that will most effectively serve both the Recipient and the FHWA. Some projects will have a more extensive project progress status reporting than others. For smaller projects, the FHWA may determine that the content of the project progress reports will be streamlined and project status meetings will be held on a less-frequent basis. The first project progress report should include a detailed description and, where appropriate, drawings of the items funded.
 - (a) **Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this grant agreement.
 - (b) **Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any grant award requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.
 - (c) **Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.
 - (d) **Project Scope Overview.** The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.
 - (e) **Project Schedule.** An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate format to be agreed upon between the Recipient and the USDOT. It is imperative that

the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.
- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

(f) Project Cost. An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.
- Transfer of costs to and from contingency line items, and reasons supporting the transfers.

- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.
- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.
- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

(g) Federal Financial Report (SF-425). The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Project Progress and Monitoring Report. The form is available at <https://www.grants.gov/forms/post-award-reporting-forms.html>.

(h) Certifications.

- i. A certification that the Recipient is in compliance with 2 C.F.R. 200.303 (Internal Controls) and 2 C.F.R. Part 200, Subpart F (Audit Requirements).
- ii. The certification required under 2 C.F.R. 200.415(a).

EXHIBIT D
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS

The FHWA and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the FHWA on **[date of FHWA signature on original grant agreement]** (the “**Agreement**”).

As described in section 4.2(f) of the General Terms and Conditions, this instrument authorizes the obligation of **[\$XXX]** for **[insert portion of project listed in the Fund Obligation Table in section 1 of schedule C]**.

[Recipient name] states that:

- (1) schedule B of the Agreement accurately describe the Project’s activities;
- (2) for each completion date listed in section 2 of schedule C of the Agreement, the Recipient’s estimate for that milestone is not more than six months after the date listed in section 2 of schedule C of the Agreement;
- (3) comparing the Project’s current budget with the amounts listed in section 3 of schedule D of the Agreement, the “Non-Federal Funds” amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 5 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

[Recipient name] acknowledges that FHWA is acting in reliance on the Recipient’s statements above.

_____	By:	_____
Date		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.

Date

By:

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**

Patel, Greene and Associates, LLC

A STATE Corporation Headquartered in Temple Terrace, FL

Federal ID # F452209743

Schedule of Rates

Classifications	Direct Hourly Rate		Billing Rate	
	Low	High	Low	High
Chief Designer	\$ 48.00	\$ 71.00	\$ 160.51	\$ 237.43
Chief Engineer 1	\$ 77.50	\$ 101.00	\$ 259.16	\$ 337.75
Chief Engineer 2	\$ 86.00	\$ 99.00	\$ 287.59	\$ 331.06
Chief Landscape Architect	\$ 68.50	\$ 68.50	\$ 229.07	\$ 229.07
Chief Planner	\$ 66.50	\$ 85.50	\$ 222.38	\$ 285.91
Chief Scientist	\$ 57.75	\$ 70.00	\$ 193.12	\$ 234.08
Chief Utility Coordinator	\$ 81.73	\$ 81.73	\$ 273.31	\$ 273.31
Community Outreach Specialist	\$ 31.50	\$ 62.00	\$ 105.34	\$ 207.33
Community Outreach Specialist - Junior	\$ 20.00	\$ 29.00	\$ 66.88	\$ 96.98
Community Outreach Specialist - Senior	\$ 48.50	\$ 65.00	\$ 162.19	\$ 217.36
Designer	\$ 51.00	\$ 51.00	\$ 170.55	\$ 170.55
Engineer 1	\$ 49.00	\$ 67.00	\$ 163.86	\$ 224.05
Engineer 2	\$ 62.25	\$ 73.00	\$ 208.17	\$ 244.11
Engineering Intern	\$ 36.00	\$ 45.50	\$ 120.39	\$ 152.15
Engineering Technician	\$ 21.00	\$ 32.00	\$ 70.22	\$ 107.01
GIS Specialist	\$ 57.00	\$ 57.00	\$ 190.61	\$ 190.61
Graphic Designer	\$ 31.50	\$ 46.50	\$ 105.34	\$ 155.50
Landscape Architect	\$ 46.00	\$ 46.00	\$ 153.83	\$ 153.83
Planner	\$ 42.75	\$ 42.75	\$ 142.96	\$ 142.96
Principal Engineer	\$ 114.00	\$ 114.00	\$ 381.22	\$ 381.22
Project Landscape Architect	\$ 52.00	\$ 52.00	\$ 173.89	\$ 173.89
Project Manager 1	\$ 71.00	\$ 73.00	\$ 237.43	\$ 244.11
Project Manager 2	\$ 51.00	\$ 96.00	\$ 170.55	\$ 321.03
Project Manager 3	\$ 64.00	\$ 101.00	\$ 214.02	\$ 337.75
Project Planner	\$ 42.09	\$ 52.00	\$ 140.75	\$ 173.89
Secretary/Clerical	\$ 20.00	\$ 69.20	\$ 66.88	\$ 231.41
Senior Engineer 1	\$ 62.50	\$ 96.00	\$ 209.00	\$ 321.03
Senior Engineer 2	\$ 83.00	\$ 83.00	\$ 277.55	\$ 277.55
Senior Environmental Specialist	\$ 39.50	\$ 39.50	\$ 132.09	\$ 132.09
Senior Landscape Architect	\$ 70.00	\$ 70.00	\$ 234.08	\$ 234.08
Senior Planner	\$ 67.50	\$ 71.44	\$ 225.72	\$ 238.90
Technician Aid	\$ 20.00	\$ 22.00	\$ 66.88	\$ 73.57

EXHIBIT B

Key Personnel:

Lucas Cruse, AICP
Gordon Greene, PE
Gabriel Gonzalez, Jr., EI
Ryan Wenger, AICP
Mohammadreza Koloushani, PhD, PE
Jonathan Jones, PE
Megan Miller, PE
Peyton McLeod, PTP
Katie Habgood, AICP
Geraldo Sanchez, PE, PTOE
Chris Smith
Kelsey Olinger, AICP
Chad Thompson, PE
Kim Warren
Mary Weber

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

PATEL, GREENE, AND ASSOCIATES, LLC Active Registration

Unique Entity ID CAGE/NCAGE
VJU9G3HEE487 9Y2X0

Entity Information

Expiration Date
Jun 24, 2027

Physical Address
12570 Telecom DR
Temple Terrace, Florida
33637, United States

Mailing Address
215 E Main Street
Bartow, Florida
33830, United States

Purpose of Registration
All Awards

Version
Current Record

EXCLUSIONS



There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

Active Exclusions

There are no active exclusion records associated to this entity by its Unique Entity ID.

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REQUEST FOR LEGAL SERVICES

To: County Attorney's Office
Attention: Noah Milov

From: Brad Howard, Ext. 6706

Division: Procurement

Date: June 30, 2026

Request (in detail): Please review and sign the attached Contract Document (RFP 25-687) for Playground Equipment with Patel, Greene, and Associates.

Reviewed by Procurement Manager: MS
(Initials)

10/30/26
(Date)

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

For County Attorney office use only:

Assign to: _____ Date: JUL 01 2026

County Attorney Project No.: Noah

Logged out: 7/13/2026 2026-439

County Attorney