

City of Cocoa

Engineering Services For Design, Permitting, and Services During Construction of Utility Conveyance Systems Upgrades and Expansion

RFQ No. Q-23-12-COC



Expect More. Experience Better.

## RFQ SUBMITTAL ACKNOWLEGDEMENT



Finance Department Purchasing & Contracts Division 65 Stone St. Cocoa, FL 32922

ISSUANCE DATE: Wednesday, February 8, 2023

### PROPOSALS MUST BE RECEIVED PRIOR TO: Thursday, March 23, 2023, 3:00PM

PURCHASING DIVISION CONTACT: Brian Dale (321) 433-8833 purchasing@cocoafl.gov

PLEASE COMPLETE THE FOLLOWING					
AND SUBMIT THIS FORM WITH YOUR PROPOSAL					
Vendor Name: Kimley-Horn and Associates, Inc.	List of Deviations (if any) attached Yes X No Included in Section VIII.				
Address: 7341 Office Park Place, Suite 102	If submitting a "NO RESPONSE", state reason:				
City, State, Zip: Melbourne, FL 32940					
Primary Contact: Tucker Hunter, P.E.					
Phone Number: 407-982-3064					
E-Mail Address: Tucker.Hunter@kimley-horn.com					
FEIN Number: 56-0885615					

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the lobby of the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED "ORIGINAL"), Three (3) paper copies and One (1) electronic copy on a USB drive of all responses and required attachments must be executed and submitted in a

sealed envelope. Respondent shall mark response envelope, RFQ #Q-23-12-COC ENGINEERING SERVICES

FOR DESIGN, PERMITTING, AND SERVICES DURING CONSTRUCTION FOR UTILITY CONVEYANCE SYSTEMS UPGRADES AND EXPANSION. Respondent name and return address must be clearly identified on the outside of the envelope.

By submitting an RFQ proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Respondent to submit this RFQ package to the City of Cocoa, and bind the Respondent to the terms and conditions of this

RFQ. The Respondent represents and warrants to the City of Cocoa that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFQ Package and all subsequently issued addendums. Further, Respondent certifies, represents, and warrants that all information contained in Respondent's RFQ submittal is accurate and truthful and that the City of Cocoa will rely on said information during the RFQ process. Respondent further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Respondent agrees that the City of Cocoa shall have the sole discretion to rank Respondents to this RFQ.

The final ranking of the qualifications of all Respondents by the City does not guarantee that any of the highest ranked Respondents will be selected to perform the services required by this RFO. The City, at its sole discretion, will initiate negotiations to enter into two or more written Contracts with selected Respondents pursuant to this RFQ and in accordance with the Consultants' Competitive Negotiation Act, s. 287.055, Florida Statutes. Said Contracts shall be approved separately by, and at the sole discretion of, the City Council of Cocoa, and shall depend on numerous factors such as any successful Respondent offering fair, competitive and reasonable prices for their services and the Respondent's ability to accept the terms and conditions required by the City. Further, Respondent agrees that the City has the right to reject, for any reason and without penalty, any and all submittal packages prior to and after the rankings are made by the City, and that the City has the right, for any reason and without penalty, to terminate any contract negotiations commenced under this RFQ with any Respondent at any time, including after selection of certain Respondents for negotiation. Selected Respondents will be required to execute a written agreement on a form prepared by and acceptable to the City Attorney. Under no circumstances whatsoever shall a contract be formed between the City and a selected Respondent until such time the written agreement is approved by the City Council at a public meeting and executed by the City and Respondent.

Respondent shall bear all costs associated with preparing and responding to this RFQ. The City of Cocoa will provide no compensation for such costs.

During the RFQ process, Respondent consents to the City of Cocoa conducting credit and corporate background checks on the Respondent. Further, the Respondent hereby consents and authorizes the City to contact any and all previous clients, and references, of Respondent to inquiry about the Respondent's past or current performance on any other project that the City deems to be relevant to the services requested under this RFQ.

Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement of this RFQ which is set forth in Section I of this RFQ.

Addendum Acknowledgements [List addenda number and date]: Addendum 1, March 6, 2023

THE UNDERSIGNED RESPONDENT HEREBY AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE AND CONTAINED ELSEWHERE IN THIS RFQ AS IF SET FORTH ABOVE.

Authorized Signature

March 22, 2023

Date

Lance R. Littrell, P.E.

Name of Respondent

Vice President

Title

# Section I

# **Cover Letter**



City of Cocoa Engineering Services For Design, Permitting, and Services
During Construction of Utility Conveyance Systems Upgrades and Expansion
RFQ No. 0-23-12-COC



## I. Cover Letter

March 22, 2023

Brian Dale Purchasing Manager Purchasing & Contracts Division 65 Stone St., Cocoa, FL 32922 **Kimley**»Horn

7341 Office Park Place Suite 102 Melbourne, FL 32940 321.430.1138 kimley-horn.com

#### Re: Engineering Services for Design, Permitting, and Services During Construction of Utility Conveyance Systems Upgrades and Expansion; RFQ No. Q-23-12-COC

Dear Mr. Dale and Members of the Selection Committee:

As the City of Cocoa looks to upgrade and expand their utility conveyance systems, **Kimley-Horn** would like to express our sincere desire to serve the City as your preferred engineering consultant. Now, more than ever, utilities are faced with several business challenges with maintaining infrastructure, expanding asset life, and securing safe and reliable water supply while balancing the impacts of severe weather events. Utilities are being asked to do more with less and need to address the increasing demand for staff productivity and effectiveness to meet the increasingly stringent regulations while also meeting stakeholder and customer expectations.

To complement the City of Cocoa's goals and objectives, you need a partner you can trust that provides a deep bench of professional resources capable of putting your vision into action. You need not only innovative and outside the box thinkers, but you also need the capacity to support operational decisions, as well as capital improvement projects. Kimley-Horn's understanding of the needs under this contract positions our firm as the logical selection for the City of Cocoa.

#### A Relationship Built to Last

Relationship capital is very important to our team. As our principal-in-charge and technical advisor, **Lance Littrell, P.E.** has compiled a team to match the personality styles of the City's staff to continue strengthening our long-standing relationships with the City. Lance and the Team understand the importance of responsiveness as well as the technical experience to handle every aspect of the City's goals under this contract.

Tucker Hunter, P.E. and Steve Romano, P.E.,

each understand the City's future goals, challenges, and opportunities. Tucker will serve as our team's local project manager as he has been building a strong utilities team to specifically serve the City for contracts such as this. Steve



will serve as your dedicated project engineer providing the City with a local, responsive contact involved with day-to-day project delivery. Our team doesn't want to just complete tasks but deliver successful projects that will serve the City of Cocoa and its residents for years to come. We believe creating a long-lasting relationship with the City is imperative to meeting the City's expectations. You can expect our team to think of themselves as an extension of your staff.

## **Kimley»Horn**

## Local Service, Local Response

Our proximity to City offices and critical City infrastructure will allow our team to be on site or in the field at a moment's notice. Tucker is based out of our local Melbourne office, just a quick 20-minute drive away from City offices. This local office will be the primary office serving the City on this contract, with specialized support from our surrounding offices. Additionally, Steve leads our utility team in the Orlando office and lives locally in Merritt Island. Between these offices, our team offers a proven ability to serve local utilities in the area such as the cities of Titusville and Cape Canaveral, as well as Brevard County, Tucker, Steve, and several members of our project team are Brevard County residents who take pride in serving the local community and look forward to serving the City through improving critical infrastructure.

## **Experience Serving Public Utilities**

Our team understands a variety of utility engineering services are needed to implement your capital and operational programs on an on-call basis. We are currently serving dozens of

Florida utilities with on-call engineering services, and we take a collaborative approach to utility infrastructure projects. Tucker currently serves as project manager for Brevard County under a continuing services contract for similar services. He knows what it takes for an on-call contract to be successful and has the experience necessary to navigate his team through any project that may arise. In addition, several members of our team have completed condition assessments, planning evaluations, pumping and storage projects, pipeline projects, water and wastewater treatment, grants assistance, and construction phase services for neighboring municipalities. This experience gives our team an extensive understanding of local conditions and insight on how we can best serve the City of Cocoa.

## **One Stop Shop**

In addition to our expertise with integrated water systems, Kimley-Horn offers a full range of services including comprehensive planning; environmental services; asset management; transportation planning; traffic engineering; roadway design; structural engineering; survey; streetscape and landscape design; and public involvement. This gives you the comfort of knowing that a wide range of activities are all under the management and quality control of one firm-meaning better coordination, better decisions, better communication, increased productivity, and guicker, more accurate project deliverables that are consistent with your needs.

With this response, we offer our commitment to the City of Cocoa and ask for your favorable evaluation. Our bench of professionals is committed and eager to represent the City of Cocoa on this contract and look forward to providing our professional services to support your commitment to providing high quality engineering services to your community. We stand ready to serve and ask for the opportunity to do so. With Kimley-Horn, you can truly expect more and experience better.

Sincerely,

#### **KIMLEY-HORN AND ASSOCIATES, INC.**

a. Tuder Hunter

Tucker Hunter, P.E. **Project Manager** 



**Project Engineer** 

Site Civil Design **Master Planning Due Diligence** Transportation/Traffic Engineering Landscape Architecture Streetscape Design

#### **FULL-SERVICE CONSULTING**

**Structural Engineering Environmental Engineering Project Funding Public Involvement Coastal Resiliency** Parking Planning/Design

Lance Littrell. P.E. Principal-in-Charge/Vice President

As Vice President with the firm, Lance Littrell, P.E. is duly authorized to contractually bind the firm.



## Section II

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## Engineering Services For Design, Permitting, and Services During Construction of Utility Conveyance Systems Upgrades and Expansion

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## Section III

Company/Firms and Subconsultant Qualifications and Capabilities



# III. Company/Firms and Subconsultant Qualifications and Capabilities

The City of Cocoa is seeking a qualified consultant to provide on-call engineering services for design, permitting, and construction phase services for utility conveyance system upgrades and expansion. The City needs a consultant that can navigate the wide-ranging responsibilities and challenges presented by each project with a clear, visionary approach, as well as a proactive partner who is familiar with your procedures. With 56 years of experience serving Florida municipalities—**Kimley-Horn** is that partner.

Kimley-Horn is a full-service, employee-owned, multidisciplinary consulting firm offering a broad range of engineering, planning, landscape architecture, and environmental services to clients in both the private and public sectors. Our permanent staff includes more than 6,900 professional, technical, and support staff nationwide in more than 100 offices throughout the United States. In Florida alone, Kimley-Horn has nearly 1,200 employees across 18 offices.

With Kimley-Horn you'll get access to a deep bench of resources to tackle any project effort under this contract. This is made possible by our large and diverse professional staff. We bring a complete understanding of water, wastewater, and reclaimed water systems from the initial needs analysis and master planning to detailed design, construction phase services, condition assessments, and start-up and commissioning. Kimley-Horn offers our clients the individual, personal service that you would expect from a small local firm, but we couple it with the manpower and technical resources of a nationally ranked multidisciplinary engineering firm.

## **Key Personnel**

Kimley-Horn understands the importance of assembling a strong project team; by selecting your consultant for these continuing services, you are truly seeking a long-term partner and trusted advisor. The City needs a core team of experts with relevant hands-on experience and a high level of responsiveness, both in terms of exceptional local support and technical expertise. As you've experienced working with our team on various volunteer and conference events, our team and specially your project manager, **Tucker Hunter, P.E.** and project engineer, **Steve Romano, P.E.** are empowered to call upon any resources you may need and can assure you that immediate assistance is only a phone call away.



Our project team will be led by our project manager, **Tucker Hunter, P.E.** who is based out of our Melbourne office located just 10 miles from the City of Cocoa. He brings diverse experience in utility conveyance projects that includes over 25 miles of potable water, wastewater collection, force main, and reclaimed water main pipeline design (ranging from 4 inches to 36 inches in diameter), and pump station design. He currently serves as one of our project managers on continuing services contracts with the City of Titusville and Brevard County. He understands projects, regulatory agencies and obtaining permits, construction services, and—most importantly— communicating with our clients to meet expectations for deliverables.

Supporting Tucker is our project engineer, **Steve Romano, P.E.** based out of our Orlando office. Steve brings 26 years of experience working as a consultant for municipalities, including the cities of Cape Canaveral, Titusville, and Brevard County. Steve has experience with a full range of wastewater projects, including wastewater treatment facility design, pipeline design, pump station design, and master planning, including advanced hydraulic modeling, permitting assistance, and regulatory guidance. Steve's experience allows him to bring cost-effective, innovative ideas to provide solutions that best fit the specific needs of his clients.

## **Capabilities and Areas of Specialization**

Kimley-Horn offers the City of Cocoa a utility team that is committed to providing clients with cost-effective and state-of-the-art design solutions. We bring an understanding of water and wastewater system operations, end-user requirements, and design capabilities that enable Kimley-Horn to produce plans that are constructable, meet the needs of our clients, and minimize construction costs. We have served more than 100 cities, counties, and local government clients throughout Florida—and more than 50 of these municipalities have chosen Kimley-Horn as their on-call consultant.

Throughout the firm's growth, we have come to appreciate the value and importance of remaining true to our roots as a small firm and focusing our attention on our local clients and providing them with the personalized and responsive service they expect.

Kimley »Horn

#### City of Cocoa Engineering Services For Design, Permitting, and Services **During Construction of Utility Conveyance Systems Upgrades and Expansion** RFQ No. Q-23-12-COC

We are pleased to offer the City a consulting firm that is local; provides a wealth of experience in utility conveyance, pump station, and storage projects; and has complementary multi-disciplinary engineering in-house capabilities to support any utility project. Our utility resources services and experience include, but are not limited to, the list provided below.

- Wastewater collection system evaluation and design
- Water storage facilities location and design
- Pump station planning and design
  - Lift station planning and design
- Well design
- Metering

## Planning Evaluations/Studies 트

The City has been very proactive in planning, assessing, and exercising the utility infrastructure assets by engaging contractors to support in exercising programs, consultants in refreshing evaluations and refocusing maintenance/rehabilitation efforts and addressing assets with high probability of failure (the 24-inch main feeding NASA). We commend you in your proactive effort and understand that in order to properly maintain utility systems, you need solutions that meet your needs while addressing aging infrastructure and water guality. Our planning expertise includes inventory and analysis, needs assessment/issue identification, schematic master plan development, cost projections, and implementation program development. We will deliver a product that will help you determine the condition of current water and wastewater systems, organize future capital improvement projects to fix system deficiencies, plan for future sustainability and resiliency, and investigate the applicability of industry technology.

#### Pipeline

Similar to your aggressive approach to infrastructure maintenance, we have experience with traditional pipeline design to more complex designs that include directional drilling and pipe bursting. We have designed hundreds of miles of pipelines varying sizes and materials, from smaller diameter neighborhood pipelines to major transmission mains. We routinely design projects under strict regulatory compliance conditions, such as State Revolving Fund Ioan requirements, coordinating with existing utilities to avoid underground conflicts, and integrating with existing systems. We interact regularly and have longstanding relationships with permitting agencies in procuring permits for unique horizontal directional drill projects, including those involving subaqueous crossings under sensitive wetlands, major highways, and under Waters of the State.

## Pumping and Storage

Our team of experts have designed hundreds of pump stations in Florida for water, wastewater, stormwater, reuse, and seawater. Our experience includes the design of pump stations with capacities as small as a simplex grinder pump to stormwater pump stations with capacities up to 500 MGD. We have designed, permitted, and placed into operation several master wastewater in-line booster pump stations. These stations have eliminated the need for wet wells,

- Construction observation services Collection system
- condition assessments
- Hydraulic modeling and analysis Rehabilitation/replacement
- Capital improvement planning Permitting
- Master planning

- Sanitary sewer collection
- Force mains
- Rehabilitation and repair
- Water reuse facilities
- **GIS** services
- Flow modeling
- System optimization
- Manhole assessment

thereby eliminating odor problems while at the same time conserving energy through the use of variable frequency drives.

## Condition Assessments 🌐

We have conducted numerous inflow and infiltration (I&I) studies and managed the subsequent I&I improvement programs, including one in Satellite Beach for Brevard County. We know that aging systems in coastal low lying areas face significant challenges to eliminate I&I. Kimley-Horn has the capability to coordinate flow monitoring, evaluation, prioritization of improvements, and modeling necessary to develop and implement an effective program. Our team can conduct condition assessments on aging lift stations/manholes/pump stations to determine where rehabilitation or replacement is warranted.

## Construction Phase Services 📥

With our proximity to the City, you can expect a member of our team to be on-site for any construction observations. Our construction phase services include shop drawing and submittal review, startup assistance and training, evaluation of delivered material, and coordinating punch list observations and materials testing. Our firm takes pride in designing "buildable" plans, and our knowledge of construction issues and costs is evidenced by our outstanding record of on time and on budget completions. Our experience can be used to review plans and specifications to identify constructability issues early in the process. Then, affordable adjustments can be made to maintain progress and avoid stop-work situations.

## Treatment

Through our relationships with the City, we understand the challenges and opportunities that await the City's future in treatment projects as well. From the potential federal funding of utilities serving military bases to the pending regulations on both potable water and wastewater disposal. We offer a team well versed in water and wastewater treatment. Our experience includes an array of advanced water treatment projects. We have also successfully designed wastewater treatment facilities ranging from small package plants as well as large municipal wastewater treatment facilities, expansions, and brand-new greenfield sites. Our specialists have expertise with nearly every treatment process including oxidation ditches, 4- and 5-stage Bardenpho, A2O, MLE, MBR, MABR, and MBBR processes.



### **Qualified Subconsultants**

Your project manager, Tucker Hunter, P.E will coordinate with each subconsultant firm to help ensure that they adhere to Kimley-Horn's established policies and procedures and provide quality products. Our subconsultant team consists of **L&S Diversified** for surveying services; **The Merchant Strategy** for public information assistance; **NADIC** for geotechnical/materials testing; and **Bailey Engineering Consultants** for electrical and control systems.

## **Financial Resources**

Kimley-Horn and Associates, Inc. had 2021 revenues of \$1.5 billion. Kimley-Horn has been in business since 1967. We are financially strong, and we are committed to our continued financial health. As of December 31, 2021, the firm had total assets of \$630 million and stockholder's equity of approximately \$181 million. In addition to the financial resources noted, Kimley-Horn also has an untapped \$125 million operating line of credit available for short-term cash flow needs. The firm's cash flow continues to be very strong. We maintain a disciplined focus on business fundamentals, operate the firm conservatively, and our internal controls and business standards are designed to keep our foundation strong. For any questions regarding Kimley-Horn's financial status, please contact Lindsey Balltzglier, Controller, at (919) 678-4141.

## Ability to Deliver on Time and on Budget

Kimley-Horn has a proven record of performing on time and within budget for our clients. The key to our success is managing the right resources at the right time. We have developed project management and reporting procedures that will allow our team to track the City of Cocoa's projects with respect to schedules and budgets. Kimley-Horn will work with the City to define project scoping, implementation, scheduling, management, budgetary monitoring, and quality assurance. We will provide all team members with our approved project management plan that includes agreed upon scope of services, staff hours, and project schedule, including a list of critical milestones.

Additionally, both the City staff and Tucker will have the capability to call on Kimley-Horn's P.I.C. and technical advisor, **Lance Littrell**, **P.E.**, for any guidance needed for the City. Whether it be industry contacts and relationships, technical expertise gained from a diverse history in the water and wastewater industry or local knowledge of utility projects, Lance's resources will be brought to bear for the City *much like the Governor pulls in resources for times of need*. Lance and Tucker have worked together over the last five years and have a proven track record of meeting and exceeding client expectations. They were able to meet an accelerated deliverable for the City of Davenport with the design of a 65,000 linear feet of water main replacement for the downtown area. The project was anticipated to take 12-months for design and due to communicating with the client to monitor their expectations, our team was able to expedite the entire system design within 3-months after survey.

Meeting your schedule is not just a goal to us—it is a mandate. The members of our team were selected based on their experience with similar projects and their current and projected capacity. Kimley-Horn is immediately available to bring our relationships and extensive experience to begin serving the City of Cocoa on any work order issued under this contract.

## **Current and Projected Workload**

Our project team is immediately available to serve the City of Cocoa. Due to page limit restrictions, in the table below we have provided the current assignments of our proposed project manager and project engineer only, as well as their availability to undertake additional work. Our project teams workload will be available upon request.

Team	Current Workload	% Complete	Anticipated Completion Date	Availability % to Serve the City
	Brevard County Sykes Creek Force Main Construction	70%	May 2023	
Tucker Hunter, P.E.	M Force Main Replacement	80%	May 2023	
Project Manager	LTC Force Main	50%	July 2023	90
	Lake Groves WWTP Expansion	10%	Ongoing	
	Port Orange Force Main	70%	June 2023	
Steve Romano, P.E	Port Orange Water Facilities Plan	50%	June 2023	
Project Engineer	Lake Groves WWTP Expansion	10%	Ongoing	70
	Pennbrooke WTP Upgrades	90%	April 2023	

## **Character and Reputation**

Kimley-Horn is recognized nationwide for the quality of its work environment, for its stature as a business enterprise, and for the outstanding work of its consulting staff. The firm's successful peer recognition has been accompanied by a commitment to providing responsive client service, pursuing continuous quality improvement, and operating as a business-based practice. We are proud of our

working relationship with our clients and much of our success the last 56 years is directly related to our efforts to perform high-quality, timely services. *In fact, more than 90% of our work is for repeat clients.* You may ask why clients chose Kimley-Horn out of all the top-class consulting firms they have to choose from. Chances are they'd tell you it was because we have a reputation for making them successful. We listen to their needs, meet their schedules, accomplish their missions, deliver results, and exceed expectations. You simply won't find this caliber of service anywhere else.



## **Compliance Experience**

Kimley-Horn has successfully represented clients before numerous federal, state, and local agencies and have an excellent working relationship with all the water management districts. We are experienced in preparing permit applications, know what is required to gain approval, and excel in providing the high level of coordination that facilitates the permitting process. Oftentimes, our reliable, established contacts enable us to obtain early, candid assessments of a project's ability to be permitted or compliance issues. We thoroughly understand the permitting application cycle and what constitutes a comprehensive submittal. We have the knowledge and experience to prepare project information in the concise format that agencies prefer. Our staff not only understands agency procedures but also their expectations, enabling us to minimize delays and rework of our clients' submittals. Our goal is to have a complete submission the first time around.

Our staff remains abreast of changes to applicable codes, standards, and regulations as they apply to each specific discipline. We are experienced in preparing permit applications for numerous federal, state, and local agencies, including Florida's Regional Planning Councils, USACE, FDEP, St. Johns River Water Management District, and Brevard County public works. Administration of many of these applicable codes, standards, and regulations has been delegated to state and local regulatory agencies.

## Litigation in the Last Five Years

Kimley-Horn and its subsidiaries have provided services in all 50 states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. In the last five (5) years, Kimley-Horn has had more than 25,678 active projects in Florida, 29 of which had some form of litigation. Of these cases, 3 were dismissed, 14 were settled, and 12 are pending. This represents 0.1129% of all projects completed by Kimley-Horn in Florida over the past five years. None of the pending cases, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

## Disciplinary Actions by a Licensing Board

Kimley-Horn has had two disciplinary actions by a licensing board within the past (5) years. In 2020, Kimley-Horn inadvertently omitted a branch office on its Alabama Certificate of Authorization. This has been corrected. The Alabama Board of Engineers and Land Surveyors determine that this was a technical violation of the Alabama Code of Professional Engineering. The violation resulted in a small fine. In 2022, Kimley-Horn received a small fine from the Ohio State Board of Registration for Professional Engineers and Surveyors for submitting our Certificate of Authorization renewal from one week late.

## Florida Small and Minority Business Act

Kimley-Horn is not a minority business enterprise (MBE) and does not have DBE/SBE status. *Through corporate policies and philosophy, our firm actively seeks to encourage and promote the use of MBE/WBE firms, such as our subconsultants in this contract of NADIC, L&S Diversified, and The Merchant Strategy.* 



## Section IV

Project Team Qualifications and Experience



## **IV. Project Team Qualifications and Experience**

## **Project Team Overview**

**Current Utility Clients Served** 

Kimley-Horn understands we are only as successful as the people driving our projects. Our team not only has the skills necessary to bring creative solutions to their clients, but are constantly thinking about how to go above and beyond. This tenacity has allowed Kimley-Horn to become a trusted advisor to numerous local municipality and cities nationwide.

The strength and stability of Kimley-Horn has enabled the firm to select top talent within the water and wastewater utilities industry in an effort to build a solid Central Florida utility practice. Both our project manager, Tucker Hunter, P.E., and our project engineer, Steve Romano, P.E., are both Brevard County residents dedicated to serving their community. Our management team has strong careers demonstrating a wide range of utility projects, including but not limited to potable water transmission and distribution pipelines, pump stations, force mains, reclaimed water mains, and condition assessments similar to the City's intentions under this contract. Accordingly, Tucker and Steve have been selected to serve as the key staff in leading your projects and serving as technical resources for your assignments.

Kimley-Horn's proposed management team for this contract has delivered over 70 miles of pipelines for Davenport, Brevard County, Oakland, and others; over 40 pump stations both new and rehabilitated in Brevard and Orange counties; inflow and infiltration investigations and utility infrastructure rehabilitation for Brevard County; and water and wastewater treatment plant upgrades for the City of Cape Canaveral. Mount Dora, and dozens of other municipalities. Their leadership and experience helps to ensure your staff are in capable hands with Kimley-Horn.

Our team includes senior members and up-and-coming engineers. Senior team members include those with 20 to 40 years of experience delivering successful water and wastewater projects throughout Florida. Our up-and-coming engineers with 2 to 10 years of experience have been selected due to their talent, drive to succeed, and ability to bring innovative ideas. They have local and regional experience and are equipped with the knowledge necessary to help ensure a smooth project delivery. Tucker will effectively harness our team's horsepower into one cohesive project delivery unit. Kimley-Horn is the right choice for this contract as we are committed to exceeding the City's expectations.

## Subconsultants

Kimley-Horn believes we have a responsibility to provide the best possible client service to you as your consultant and we expect the same level of commitment from each of our subconsultants. We pursue subconsultants we have worked with in the past and have proven their ability to perform up to the standards we expect. For this important contract, we have recruited the following expert subconsultants to round out our team.



NADIC Engineering Services Inc. - Geotechnical Engineering/Materials Testing. NADIC is a engineering firm providing geotechnical, geo-environmental, and construction materials testing and inspection services. NADIC helps define risks associated with subsurface conditions and offer material engineering testing and inspection services applicable to the governmental, construction, and manufacturing industries.

Bailey Engineering Consultants, Inc. (BEC) - Electrical and Control Systems. BEC is an engineering firm specializing in electrical, instrumentation, and SCADA system designs for water and wastewater treatment facilities located throughout Florida. BEC is staffed to provide electrical and instrumentation engineering services from inception through design, bid, and construction completion.



L&S Diversified, LLC (L&S) - Surveying. L&S is a reputable firm with clients in both the public and Diversified private sectors that offer subsurface utility engineering, construction, and design and transportation services. L&S has provided services that are similar to the scope of this RFP for Port Orange, Titusville, and Orlando.



The Merchant Strategy Inc. (TMS) - Public Information Assistance. TMS is a women-owned small business who offers extensive expertise in public involvement, government/community relations, crisis management, social media, and media relations. They understand the importance of community involvement and

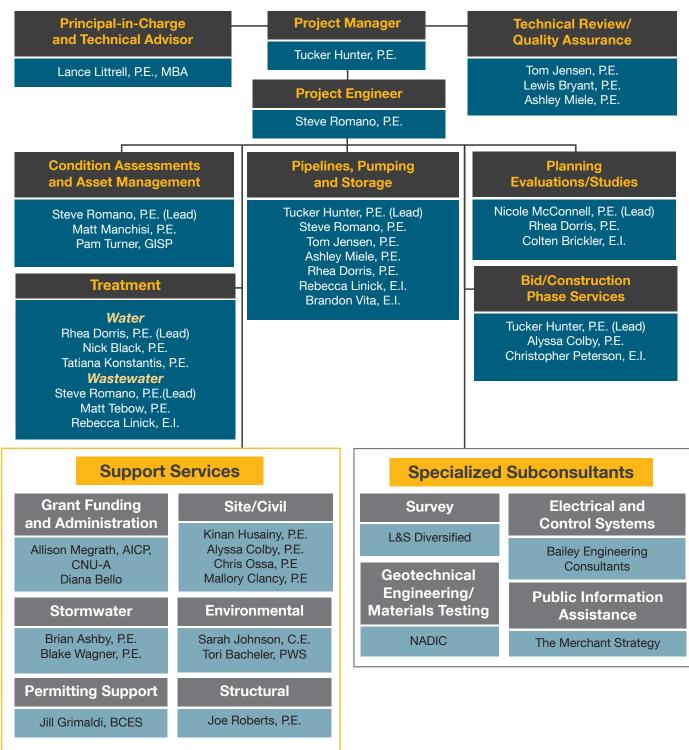


the necessity of working with the public to build consensus and support and deliver a successful project.

City of Cocoa Engineering Services For Design, Permitting, and Services

During Construction of Utility Conveyance Systems Upgrades and Expansion RFO No. 0-23-12-COC

## **Organizational Chart**





#### Women at Kimley-Horn

In our historically male industry, we are finally seeing a long overdue shift in dynamics—an increasing number of job candidates, clients, and partners in decision-making roles are women. Kimley-Horn has made an intentional effort to go beyond the industry trends, and in 2015 we established our LIFT (Lasting Impact for Tomorrow) initiative, which aims to recruit, develop, and retain professional women in the workforce.

**Kimley»Horn** 

#### FORM A PROJECT EXPERIENCE OF PROJECT MANAGER (PAGE 1 of 3)

Proposed Project Manager: Name: Tucker Hunter, P.E.

 Project Name: Hull Avenue Septic to Sewer Conversion Owner: Town of Oakland, FL Reference Name, Address, Phone Number, Email Address: Mike Parker, 230 N. Tubb Street Oakland FL 34760 407.656.1117 EXT: 2302 MParker@oaklandfl.gov

#### **Project Type (A,B, C, D, or E) and Description:**

Type D - Gravity sewer installation of 3,200 feet of 8-inch sewer main within public right of way.

Design or Consulting Fee: <u>\$125,053</u>

Design or Consulting Completion Date (month/year): April 2021

Construction Cost:\$1,312,030

Construction Completion Date: April 2022

Firm: Kimley-Horn and Associates, Inc.

#### Summary of Work:

This project consisted of the design of approximately 3,200 feet of 8-inch sewer main with approximately 48 sewer lateral connections within the public right of way. The Town of Oakland selected Kimley-Horn to provide engineering services for the design of the septic-to-sewer conversion along Hull Avenue from South Walker Street to the existing lift station. This route also includes services along Nixon Street and Herriot Avenue.

The Town previously received funding for this project through the Community Development Block Grant (CDBG) from the Department of Economic Opportunity (DEO). In order to fully fund the project, Kimley-Horn was able to assist the Town with applying for a cost share application to the St. John's River Water Management District (SJRWMD) and Florida Department of Environmental Protection (FDEP) Springs Funding. Kimley-Horn conducted public meetings and site visits that included educating the residents of the benefits of the project for the SJRWMD grant. In addition to the CDBG funds, the Town was received approximately \$644,700 from the SJRWMD and FDEP cost share grant and \$550,000 from the FDEP Springs Funds. The project was fully funded with \$1,794,700 in grant funding from the DEO, SJRWMD, and FDEP to cover the entire cost of construction and impact fees for the all the residents within the project area. During construction, Kimley-Horn assisted the Town with the administration, coordination, and allocation of funds between the three grants.

Kimley-Horn prepared and submitted premits to FDEP and Right of Way permits. In addition, our team prepared bid packages, participated in a pre-bid conference, responded to Requests for Information, and reviewed bid responses in order to provide recommendations.

Construction phase services included meeting the the Town and contractor to discuss project overview and schedule. Our team conducted site visits, prepared punch lists, and presented findings to the Town.

Skills used that are similar in nature to those required in the scope of services for this RFP included preliminary design, design, cost estimating, public information assistance, grant assistance and administration, bidding services, and construction phase services.

## <u>FORM A</u> <u>PROJECT EXPERIENCE OF PROJECT MANAGER</u> <u>(PAGE 2 of 3)</u>

Proposed Project Manager: Name: Tucker Hunter, P.E.

2. Project Name: Sanlando Force Main and Water Main Replacement Owner: Sunshine Water Services Company (formerly known as Utilities, Inc. of Florida)

**Reference Name, Address, Phone Number, Email Address:** Bryan Gongre, 200 Weathersfield Avenue Altamonte Springs FL 32714 US 407.869.1919, bryan.gongre@sunshinewater.com

#### Project Type (A,B, C, D, or E) and Description:

Type A - Replacement of 1.5 miles of 14-inch water main.

Type D - Replacement over 1 mile of 14-inch AC force main.

Design or Consulting Fee: <u>\$132,810</u>

#### Design or Consulting Completion Date (month/year): March 2020

Construction Cost: \$4,202,827

Construction Completion Date: March 2021

Firm: Kimley-Horn and Associates, Inc.

#### Summary of Work:

As part of the Utility's asset management program, Kimley-Horn assisted in the development of condition assessment identification and evaluation to develop a five-year capital improvement program. This entailed GIS mapping the water and wastewater infrastructure and identifying installation date and materials in this system which started to be developed in the 1960's. This program was developed over several years and culminated in these plans being completed in 2019. The first phase of projects included the most critical infrastructure based on age material and consequence of failure. This included the replacement of a 14-inch asbestos cement (AC) force main and a 14-inch AC water main which served as the trunkline of the system. The water main design was a straightforward replacement and a 16-inch main was designed in its place along the same alignment of 1.5 miles of pipeline. The force main was more complex. Most of the force mains within the service area are made of AC pipe or low pressure class PVC. The program of replacement includes most of the force mains. Since most lift stations are constructed as part of a planned development, over the decades the system gets added onto in an ad hoc manner. The Utility saw the asset management programming as a way to reset the system and have it designed to more efficiently work together. Kimley-Horn developed a wastewater hydraulic model in SewerCAD to evaluate the lift station pump sizing, the force main sizing, and the force main routing. This yielded several significant alignment changes which, over the course of the 5-year capital program, is expected to save the utility over two million dollars.

Coming out of this program was the replacement of over 1.5 miles of 14-inch AC force main which conveys nearly two thirds of the flow to the wastewater facility. This main is being replaced by a 16-inch force main which increases to an 18-inch, then to a 24-inch pipeline and the project connects directly to the recently constructed headworks of the treatment facility. This upsizing accounts for the several runs being redirected into this force main. The benefits of this was two fewer river crossings and an overall reduction in the pressure on the system lowering headloss and thereby power consumption.

This construction includes the crossing of a creek, a major roadway crossing, construction through a developed subdivision, and construction along the Duke Energy power easement.

Skills used that are similar in nature to those required in the scope of services for this RFP included master planning, hydraulic modeling, asset management, design, cost estimating, bidding, and construction phase services.

## FORM A PROJECT EXPERIENCE OF PROJECT MANAGER (PAGE 3 of 3)

Proposed Project Manager: Name: Tucker Hunter, P.E.

 Project Name: Sykes Creek Lift Station C-08, C-09, and C-10 Replacement Owner: Brevard County Utility Services Department Reference Name, Address, Phone Number, Email Address: Lucas Siegfried, 2725 St. Johns St., Bldg. A, Melbourne, FL 32940 633.208.9584, lucas.siegfried@brevardfl.gov

#### Project Type (A,B, C, D, or E) and Description:

Type E - Rehabilitation of 3 lift stations to replace infrastructure of Sykes Creek collection system. Capacity is approximately 500 gallons per minute.

Type D - New and upgraded gravity sewer and force main within the public right of way.

**Design or Consulting Fee:** \$224,090

Design or Consulting Completion Date (month/year): August 2022 Construction Cost: N/A

Construction Completion Date: <u>N/A</u>

Firm: Kimley-Horn and Associates, Inc.

#### Summary of Work:

This project entails the rehabilitation of lift stations C-08,C-09, and C-10 which rerouted and replaced infrastructure for the Sykes Creek collection system on Merritt Island. Lift Station C-08 is a wet well/dry well pump station and was rehabilitated into a standard submersible station. Station C-08 is located in a rear yard easement with restricted access. The force main from the station was replaced and rerouted to the C-09 collection system through a 6-inch force main. Lift station C-10 has been decommissioned and the gravity infrastructure was extended to deliver flows directly to the C-09 collection area. Lift station C-09 was upgraded with new pumps and backup power to handle the additional flows. Further, the station pumps through a new force main directly into the 24" PCCP main along Courtenay Parkway directly to the Water Reclamation Facility. Lift station C-09 is currently in a rear yard easement but property has been acquired to allow for new access from Courtenay Parkway and the design includes improvements to better separate the lift station property from the residential neighbors.

Due to the complexity of rerouting two lift stations into an existing collection system, Kimley-Horn had to work closely with Brevard County to fully model the impacts the additional flows would have on the service area. Additionally, Kimley-Horn had to work with multiple agencies to acquire all of the required permits from the FDEP, FDOT, and an exemption for environmental permitting. Design is complete and will be going into construction in Spring 2023.

Skills used that are similar in nature to those required in the scope of services for this RFP included preliminary route analysis, hydraulic modeling, design, environmental, electrical design, permitting, and cost estimating.

## FORM B PROJECT EXPERIENCE OF PROJECT ENGINEER (PAGE 1of 3)

Proposed Project Engineer: Name: Steve N Romano, P.E.

 Project Name: Brevard County Infiltration and Inflow Analysis Owner: Brevard County Reference Name, Address, Phone Number, Email Address: Brian Sorensen, 2725 Judge Fran Jamieson Way Building A Viera FL 32940 US 321.633.2091, brian.sorensen@brevardfl.gov

#### Project Type (A,B, C, D, or E) and Description:

Type C - Analysis of Satellite Beach service area to identify I/I impacts.

Design or Consulting Fee: <u>\$163,885</u> Design or Consulting Completion Date (month/year): <u>September 2018</u> Construction Cost: <u>N/A</u> Construction Completion Date: <u>N/A</u> Firm: <u>Kimley-Horn and Associates, Inc.</u> Summary of Work:

This project was to identify sources of infiltration and inflow (I/I) within the City of Satellite Beach service area. Kimley-Horn was selected to provide engineering services to Brevard County Utility due to the Satellite Beach area suffering from high rates of groundwater infiltration and/or rainfall inflow. This I/I project included smoke testing to identify sources of rainfall inflow and engineering investigation into areas prone to flooding. The Satellite Beach service area consists of over 40 miles of gravity sewer and 841 manholes.

Kimley-Horn conducted the field efforts of smoke testing the County's service areas and worked closely with Brevard County field staff during the smoke testing efforts. Due to being in the public, Kimley-Horn assisted the County with providing public outreach, which included going door to door to all of the residents and providing door hangers to those that were not available. The door hangers included a public helpline that allowed the residents to call in to voice concerns or ask for assistance. Kimley-Horn provided calls back to the residents within 24-hours to serve as an extension to the County.

After completion of the smoke testing field efforts, Kimley-Horn compiled all of the noted deficiencies in the field into a GIS database. Kimley-Horn evaluated all of the deficiencies and ranked them based on their critical impact to I/I in the system. Additionally, Kimley-Horn provided a written report that included each of the lift station basins and cost for each of the deficiencies. This level of effort was part of protecting the Indian River Lagoon.

Skills used that are similar in nature to those required in the scope of services for this RFP included public information assistance, GIS support services, asset management, condition assessment, cost estimating services and meeting with County personnel to discuss findings.

## FORM B PROJECT EXPERIENCE OF PROJECT ENGINEER (PAGE 2 of 3)

Proposed Project Engineer: Name: Steve N. Romano, P.E.

 Project Name: Shadow Hills Wastewater Treatment Plant Improvements Owner: Sunshine Water Services (formerly Utilities Inc. of Florida) Reference Name, Address, Phone Number, Email Address: Bryan Gongre, 200 Weathersfield Avenue Altamonte Springs FL 32714 US 321.972.0360, bryan.gongre@sunshinewater.com

#### Project Type (A,B, C, D, or E) and Description:

Type D - Installation of approximately 22,000 cumulative linear feet of 12-inch wastewater force main and the design of two master lift stations.

Design or Consulting Fee: <u>\$344,973</u> Design or Consulting Completion Date (month/year): December 2017 Construction Cost: <u>\$7,800,000</u> Construction Completion Date: <u>July 2018</u> Firm: Kimley-Horn and Associates, Inc.

#### **Summary of Work:**

This project involved the design of two master lift stations, approximately 22,000 cumulative linear feet of 12-inch force main within public right-of-way, and wastewater facility upgrades, including pumping, screening, and equalization. This design project entailed the development of four construction projects which, together would allow for the decommissioning of the Shadow Hills Wastewater Treatment Plant with all of the flows being sent to the Wekiva Water Reclamation Facility. This project entails 15,000 linear feet of 12-inch force main from the Shadow Hills Facility to the Des Pinar master pump station, including a mechanical bar screen and equalization tank; 7,000 linear feet of 12-inch force main; upsizing the existing force mains to a new master pump station at Sabal Palm Blvd.; and Sabal Palm master pumping station, which is designed to pump approximately 3.0 MGD peak flow directly to the Wekiva Water Reclamation Facility. The project was designed on an aggressive schedule to meet the needs of the Utility.

Final design services included 60%, 90%, and 100% plan and profiles of the improvements as well as detailed designs of the Wekiva Hunt Club WRF to facilitate the equalization tank and master pumping station. Plans and specifications were developed for bidding. The project was divided into four construction contracts to expedite the project completion.

Permitting services included preparation of an FDEP construction permit and a Seminole County Right of Way permit. All permits were successfully obtained prior to the project's construction.

General construction phase services consist of contract negotiations, attending progress meetings, shop drawing review, responding to contractor Requests for Information, providing design clarification for the contract documents, part-time resident project inspection services, final inspections, record drawings and construction completion certification.

Additional, skills used that are similar in nature to those required in the scope of services for this RFP included hydraulic modeling, GIS support services, bidding services, cost estimating services, and meeting with Utility personnel to discuss findings.



## FORM B PROJECT EXPERIENCE OF PROJECT ENGINEER (PAGE 3 of 3)

Proposed Project Engineer: Name: Steve N. Romano, P.E.

3. Project Name: Colonial Manor Water Main Replacement Owner: Florida Governmental Utility Authority Reference Name, Address, Phone Number, Email Address:

Chris Couch, FGUA Operations Office - Government Services Group 280 Wekiva Springs Road, Suite 2070, Longwood, FL 32779 407.629.6900, ccouch@govmserv.com

#### **Project Type (A,B, C, D, or E) and Description:**

Type A - Replacement of approximately 32,000 linear feet of 6-inch water main within public right-of-way.

#### **Design or Consulting Fee:** \$247,269

Design or Consulting Completion Date (month/year): Phase 1 (January 2018) Phase 2 (June 2019) Construction Cost: <u>\$2,623,879</u> Phase 3 (January 2021) Phase 4 (January 2022)

**Construction Completion Date:** <u>Phase 1 (May 2019)</u> Phase 2 (July 2020) Phase 3(January 2022) **Firm:** Kimley-Horn and Associates, Inc. Phase 4 anticipated completion dates is May of 2023.

#### Summary of Work:

This project entailed the replacement of approximately 8,000 linear feet (Phase I), 6,000 linear feet (Phase 2), 9,000 linear feet (Phase 3), and 9,000 linear feet (Phase 4) of water main in the Colonial Manor development in Holiday, Florida for FGUA. The service area had aged water mains and due to an several incidence of pipe breaks and pressure complaints the Utility needed to replace all of the water mains within the service area. The water mains were galvanized and low pressure class PVC mains primarily located in the rear of the properties and were relocated to within the public right-of-way. This project included the replacement of the water mains, as well as the relocation of the service laterals as needed. Fire protection services were provided under this contract, and all 4- and 6-inch piping was replaced with 6-inch piping to meet local fire flow standards.

Kimley-Horn prepared an FDEP permit for water mains in coordination with U.S. Water to assit them with obtaining a Pasco County right of way permit.

Skills used that are similar in nature to those required in the scope of services for this RFP included hydraulic modeling, preliminary design, design, permitting, cost estimating, and construction phase services. Additionally, Kimley-Horn assisted with the preparation of bid documents, issuance of addenda, bid review and recommendation of award.

## Section V

Past and Present Experience and Performance on Projects



City of Cocoa Engineering Services For Design, Permitting, and Services

During Construction of Utility Conveyance Systems Upgrades and Expansion RFQ No. Q-23-12-COC

## V. Past and Present Experience and Performance on Projects

Kimley-Horn has served on continuing service contracts with municipalities and local governments throughout Central Florida and the Space Coast, including the cities of Cape Canaveral, Port Orange, Titusville, and many others. With our extensive experience and local insight, we understand the challenges and opportunities within the community. These efforts have included virtually every task type listed in your scope of services for this contract. We believe our experience is well-qualified in the type of projects described in the scope for this contract and in the City's commitment towards improving the infrastructure and environment for the City's residents.

### Ability to Manage On-Call Contracts

Our team has **138 cumulative years of experience** between Tucker, Steve, Lance, Jill, Tom, Nicole, and Rhea. Kimley-Horn brings senior-, mid-, and junior-level engineering professionals to your contract. In addition, we have a full suite of experience provided by a history of over 56 years of utility project delivery in Florida.

As you'll see from our selected projects detailed in Form C of this proposal, we have completed a number of projects similar to the needs under this contract. Our recent experience coupled with our customer service-focused approach positions Kimley-Horn as a confident choice for this contract.

As your project manager **Tucker Hunter**, **P.E.**, you'll receive over 25 miles of water, wastewater, and reclaimed water main design expertise; septic to sewer conversion design and construction; pump station design and construction services; and grant funding experience with St. Johns River Water Management District, FDEP State Revolving Fund, and Community Development Block Grants for local municipalities. Projects under Tucker's management have received more than \$1.5 million dollars in grant funding. Tucker's design experience for pipeline design has included projects such as asbestos cement pipeline replacement, utility main extensions to serve new and existing developments, and pipeline relocations in new and limited roadway corridors. In addition, Tucker obtained his Pipeline Assessment Certification and serves as the Central Florida Vice Chair for the Florida Water Environment Association which allows him to serve the City to maximum capacity. Tucker brings a complete understanding of contracting, authorizations, and coordination of multiple staff and specialty subconsultants to help ensure the delivery of successful projects.

Serving as the project engineer under this contract, **Steve Romano, P.E.** brings a wealth of experience not only with utility projects but serving as a continuing service consultant for municipal utilities. Steve's utility engineering experiences includes more than 50 wastewater pump station projects, more than 100 miles of pipeline projects, and several storage and repumping projects. Couple this experience with his utility relocation pipeline projects and expansions of water reclamation facilities and Steve has seen the gambit of wastewater projects.

**Lance Littrell, P.E.** will support our team as our principalin-charge and technical advisor, bringing 22 years of experience delivering water, wastewater, and reclaimed water utility projects throughout Florida. Perhaps more important than his years of experience, the relationships and leadership that Lance brings to the City is paramount to bringing in the right people and building the right teams to deliver for the City. His experience includes a well-rounded portfolio of planning, design, construction inspection, and start-up services, as well as operations assistance. Through his service within these projects, he has been successful in obtaining some of the most



difficult utility-related permits, easements, and general approvals for utility projects. Bringing his hands-on experience, he brings a wealth of relationship capital to negotiate the regulatory hurdles for municipal clients and achieve the desired approvals.

**Jill Grimaldi, BCES** brings 22 years of experience with an emphasis in water, wastewater, stormwater, and solid waste. She has extensive experience with permitting including Power Plant Siting Act site certification permitting, FDEP, water management districts, and United States Army Corps of Engineers (USACE), as well as various state, federal, and local agencies throughout Florida.

**Nicole McConnell, P.E.'s** expertise in pipeline design, planning, and treatment facility evaluation includes the design of wastewater, potable, and reuse pipelines ranging from 4 inches to 42 inches and up to 20,000 linear feet. She recently served as a key member for the City of Port Orange water, force main, and hydraulic modeling projects.

**Rhea Dorris, P.E.** brings nine years of experience that includes water and wastewater engineering, with a specialty and passion for hydraulic modeling and water treatment. Her expertise consists hydraulic modeling, master planning, GIS analysis, lift station design, and treatment process/piloting design.

**Tom Jensen, P.E.** will lead our quality assurance and technical review efforts, helping to ensure Kimley-Horn's commitment to quality that serves as a foundation of the firm's outstanding track record of results in Central Florida. Tom brings 37 years of experience in all facets of water projects throughout Florida and will be serving as our technical/quality assurance reviewer. He has served as quality manager on several utility project in Florida that include potable water transmission and distribution, wastewater collection, reuse distribution, and stormwater systems.

Matching the City of Cocoa's needs with our experience, we serve as a great fit for the City. Our leadership is tried and true in our project team's experience. Kimley-Horn's business model supports the long-term relationship that supports extended success with the City and its staff. Our staff looks forward to making the City of Cocoa our primary focus.



## FORM C PROJECT EXPERIENCE OF PROJECT TEAM (PAGE 1 of 5)

1. Project Name: Davenport Water Main Replacement and Construction Services (Design-Bid-Build) Owner: City of Davenport, FL Reference Name, Address, Phone Number, Email Address:

Michael Stripling, 1 South Allapaha Avenue, Davenport FL 33836 US 863.419.3300 EXT: 143, mstripling@mydavenport.org

#### Project Type (A,B, C, D, or E) and Description:

Type A - Replacement of 80,000 linear feet of 2-inch to 12-inch water main with 65,000 linear feet of 6-inch to 16-inch water main within public right-of-ways.

Design or Consulting Fee: <u>\$728,122</u>

Design or Consulting Completion Date (month/year): April 2020 Construction Cost:<u>\$6,923,091</u> Construction Completion Date: February 2022 Firm: Kimley-Horn and Associates, Inc.

#### Summary of Work:

This project involved the replacement of 65,000 linear feet of existing 2-inch to 12-inch water main. The City of Davenport operates and maintains a water distribution system generally centered around the intersection of 17-92 and Davenport Boulevard. Many portions of the downtown distribution system are up to 100 years old and have reached the end of their usable life. Moreover, the pipes have shown significant tuberculation inside the pipe sections being repaired and their resulting flow path is significantly restricted. Several pipe repairs in the downtown area indicated this condition as portions of the pipe were cut out for repair.

This project involved the replacement of 80,000 linear feet of existing 2-inch to 12-inch water main east of West Boulevard, west of East Boulevard, north of South Boulevard, and south of North Boulevard. The new water main was installed side by side with the preexisting water main via open trench methods, along with directional drilling at key road crossings and jack-and-bore across two CSX railroad crossings. The existing residential and commercial service lines were connected to the newly installed pipe with minimal disruption to the customer's service.

Through the design team's efforts, **Kimley-Horn was able to reduce the overall pipe needed to just over 65,000 linear feet, which is a substantial reduction in the capital expense for the City.** In addition, the new mains support major transmission through downtown Davenport to support the current planned developments that will more than double the City's water demand over the coming decade. The design team was able to preserve large sections of the City's established oak trees and minimize restoration efforts using a careful, stepwise approach to the construction efforts while designing the pipeline replacement.

After completing the water main replacement design, Kimley-Horn was contracted to provide construction services for the project. The project team provided flexibility to the contractor by leaving the design "open" and allowing the contractor to determine the most cost-effective construction method for the specified water main design. As a result, the contractors were able to provide the best solution to avoid conflicts and were able to **trim nearly \$1million on construction costs compared to the alternative construction**.

Construction services included construction observation/site visits, shop drawing reviews, construction phase progress meetings, and completion certification. Additionally, the project recieved a SRF loan, including a significant principle forgiveness for the project. Kimley-Horn provided SRF loan administration for the City that included SRF bid review, reviewing compliance with American Iron and Steel (AIS), Davis-Bacon interviews, and disbursement requests.



## FORM C PROJECT EXPERIENCE OF PROJECT TEAM (PAGE 2 of 5)

 Project Name: Sarasota County Peace River Interconnect and Potable Water Transmission Main Owner: Sarasota County
 Reference Name, Address, Phone Number, Email Address: Jaimol Charles, 1001 Sarasota Center Blvd. Sarasota FL 34240 US
 941.861.500, jcharles@scgov.net

#### **Project Type (A,B, C, D, or E) and Description:**

Type B - Installation of 5 miles of 30-inch and 36-inch potable water transmission main.

Design or Consulting Fee: <u>\$814,834</u> Design or Consulting Completion Date (month/year): <u>February 2018</u> Construction Cost: <u>\$9,952,406</u> Construction Completion Date: <u>September 2022</u> Firm: <u>Kimley-Horn and Associates, Inc.</u>

#### Summary of Work:

The Kimley-Horn team was selected to provide design and construction phase services for **5 miles of 30-inch and 36- inch potable water transmission main** that connects to the termination point of Phase 3B and runs west along Clark Road and northwest along Proctor Road to Pump Station Number 5. The route includes various wetlands; critical crossings such as Cow Pen Slough, Philippi Creek, and Interstate I-75; and schools, churches, and an FPL transmission station. The pipeline will be constructed with a combination of construction methodologies, including open trench, horizontal directional drill, and jack and bore. This project requires extensive coordination with not only Sarasota County and PRMRWSA but also FDEP, ACOE, and FDOT(state roads and interstate departments). Plans are required to meet existing right-of-way along SR 72 and future expansions, including the construction of two potential roundabouts and road widening. The corridor also consists of new large developments along that way that are currently underway with design and/or construction. This required additional coordination with developers' engineers to ensure construction duration and times were coordinated correctly and impacts were reduced.

This project includes of changing the current operations and infrastructure at Pump Station No. 5 including flow direction, tank connections, chemical adjustments, instrumentation and control changes, and water age. As a part of the Sarasota County Potable Water Interconnect, Sarasota County selected Kimey-Horn to provide additional pump station improvements to Pump Station No.5, located at the intersection of Cattlemen Road and Proctor Road in Sarasota County. The existing pump station contains a CROM tank built from 1998 and currently bypassing the tank, boosting water pressure and sending it directly to the distribution system. In order to accommodate the new 30-inch Peace River transmission water main, Kimley-Horn assisted the County with acquiring CROM to inspect and perform tank improvements. Additionally, Kimley-Horn prepared design plans to provide a second tank penetration for the interconnect. The connection consisted of an

altitude valve, chemical injection points for chlorine and ammonia and additional instrumentation and controls for programming. Another aspect included replacement of the suction pipe line and providing an above ground system with updated chemical injections points for ease of operations and maintenance.

Skills used that are similar in nature to those required in the scope of services for this RFP included construction phase services, bid support services, design, permitting, and surveying.



## FORM C PROJECT EXPERIENCE OF PROJECT TEAM (PAGE 3 of 5)

Infiltration and Inflow (I/I) Study, Model Capacity Report, and Sewer System 3. Project Name: Inspection and Rehabilitation Program

**Owner:**City of St. Pete Beach **Reference Name, Address, Phone Number, Email Address:** Brett Warner, City of St. Pete Beach 1112 39th Avenue NE St. Pete Beach, FL 33703 727.363.9254, bwarner@stpetebeach.org

#### Project Type (A,B, C, D, or E) and Description:

Type C - Infiltration and Inflow for the City of St. Pete Beach wastewater system

Design or Consulting Fee: \$170,480

**Design or Consulting Completion Date (month/year):** June 2022 **Construction Cost: N/A** Construction Completion Date: N/A

Firm: Kimley-Horn and Associates, Inc.

**Summary of Work:** The City of St. Pete Beach wastewater system consists of approximately 38 miles (+200,000 LF) of gravity sewer pipe, 17 lift stations, and approximately 826 manholes. As part of the City of St. Pete Beach gravity sewer rehabilitation program, Kimley-Horn developed the plans, specifications, and bid package to first inspect and clean the entire sanitary sewer system of City of St. Pete Beach. Utilizing the data obtained through the inspection process, Kimley-Horn assisted the City in prioritizing the entire sewer system following the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP), thereby creating a prioritized plan for the rehabilitation of the gravity sewer and manholes. Once the rehabilitation prioritization process was completed, Kimley-Horn assisted the City by developing work order contracts for gravity sewer and manhole rehabilitation. Kimley-Horn also created an Inflow and Infiltration report using this database and compiled an overall model in SewerGEMS to estimate the capacity of the City's system. Kimley-Horn completed the following to support the City's efforts:

•2016: Kimley-Horn developed the plans, specifications, and bid package to inspect the entire sanitary sewer system using CCTV and the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) and Manhole Assessment Certification Program (MACP).

•2016: Kimley-Horn developed the bid package for manhole rehabilitation, pipeline point repairs, and pipeline rehabilitation, establishing unit prices for the rehabilitation construction.

•2016-2017: Utilizing the data obtained through the inspection process, Kimlev- Horn assisted the City in prioritizing the entire sewer system for rehabilitation following NASSCO PACP and MACP standards, thereby creating a prioritized plan for the rehabilitation of the gravity sewer and manholes.

•2017: Kimley-Horn assists the City by developing work order contracts for gravity sewer and manhole rehabilitation in order of priority based on the City's annual budget available for I&I rehabilitation. Kimley-Horn oversees the construction and data collection process and ensures the contractor completes the work under the contract. As part of the rehabilitation program management, Kimley-Horn maintains and updates the City's GIS data with the life cycle status of each asset, as well as each documented repair or replacement by asset ID and project purchase order. From 2017 -2022, a total of 483 Manholes and 196 Gravity Main Segments (nearly 50,000 LF) have been rehabilitated or replaced.

•2021: Kimley-Horn re-developed the plans, specifications, and bid package to re-inspect the entire sanitary sewer system using CCTV and the NASSCO PACP and MACP standards. The goal of the inspection is to re-establish a baseline for rehabilitation prioritization.

•2021: Kimley-Horn developed the bid package for manhole rehabilitation, pipeline point repairs, and pipeline rehabilitation, re-establishing unit prices for the rehabilitation construction. Page 37 of 70

## FORM C PROJECT EXPERIENCE OF PROJECT TEAM (PAGE 4 of 5)

 Project Name: Sykes Creek Force Main Replacement Owner: Brevard County Utility Services Department Reference Name, Address, Phone Number, Email Address: Owen Callard, 2725 Judge Fran Jamieson Way, Melbourne, FL 32940 633.2089 EXT: 58385, owen.callard@brevardfl.gov

#### Project Type (A,B, C, D, or E) and Description:

Type D - Replacement of approximately 3,400 linear feet of 14-inch force main within public rights of way in Merritt Island.

#### Design or Consulting Fee: <u>\$66,957</u>

#### **Design or Consulting Completion Date (month/year):** December 2021 **Construction Cost:** \$1,999,603

Construction Completion Date: <u>Anticipated construction</u> completion: April 2023 Firm: Kimley-Horn and Associates, Inc.

#### Summary of Work:

The project entailed the replacement of approximately 3,400 linear feet of 14-inch pipe and upsizing the force main to a 16-inch ductile iron pipe along Sykes Creek Parkway. The Sykes Creek Parkway force main is a transmission force main that conveys flow from the east side of Merritt Island to the west, prior to connecting to the County's main line on Courtenay Parkway. The existing force main is located within a limited right-of-way, which required very extensive maintenance of traffic.

Due to the limited space, Kimley-Horn had to design the force main with construction sequencing in mind. The design included the need to provide line stops and a temporary 16-inch bypass line along the east side of the project so that the existing force main could be carefully removed and replaced in the same alignment as the proposed line. Additionally, the design included the replacement of an existing 5-foot wide bike path and increasing it to 8-ft wide.

Kimley-Horn provided design, permitting, bidding, and construction phase services for this project. The project is currently in the construction with the anticipated completion date being in April 2023.





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## FORM C PROJECT EXPERIENCE OF PROJECT TEAM (PAGE 5 of 5)

 Project Name: Village of Parrish Master Lift Station Owner: Manatee County Reference Name, Address, Phone Number, Email Address: Jeff Streitmatter, 1112 Manatee Avenue West Bradenton FL 34205 US 941.708.7450 EXT. 7335, jeff.streitmatter@mymanatee.org

#### Project Type (A,B, C, D, or E) and Description:

Type E - Wastewater lift station comprised of four pumps with the capacity of **1,667 GPM** (2 MGD) with the capability to upgrade to **7,507 GPM** (9 MGD).

#### Design or Consulting Fee: \$317,503 Design or Consulting Completion Date (month/year): December 2019 Construction Cost: \$7,15,000 Construction Completion Date: June 2022 Firm: Kimley-Horn and Associates, Inc.

#### **Summary of Work:**

Kimley-Horn performed design and permitting for the Village of Parrish Master Lift Station for Manatee County. Kimley-Horn was brought in on an emergency contract to expedite the design of this new master lift station. Originally the lift station was designed as an in-line booster station; however, with the ongoing growth and development in the Parrish area, the County needed a centralized submersible lift station to be able to bring raw wastewater via gravity. Initially Kimley-Horn developed three site plan options and began construction of a hydraulic model. Once this initial task was completed, the Kimley-Horn team held a workshop with the County to discuss the hydraulic model and nail down the design of the master lift station. Kimley-Horn completed the design and permitting for a quad-plex submersible lift station. The station has four 75 Hp submersible pumps on variable frequency drives, but the site is designed to allow the expansion to four 150 Hp pumps. A circular driveway is designed on site for better access and an overhead crane is designed for the easy pump removal and maintenance. The site is designed with a 300kW generator with 2,000 gallon diesel fuel tank. Other improvements included a prefabricated electrical building, odor control system, and all site improvements. Kimley-Horn also handled all coordination with power company to relocate poles and to upgrade power to the site. Kimley-Horn completed the design and permitting within a 3-month deadline.



## Section VI

# Project Approach



## VI. Project Approach

Selecting the right on-call consultant is of the utmost importance to the City of Cocoa. You need a consultant who embraces each project with a clear, visionary approach and creates innovative solutions for any challenges the City may face. Selecting Kimley-Horn means you will receive unmatched service, responsiveness, and local knowledge due to our experience on continuing service contracts with municipal agencies. Our response to on-call requests begins with an informal phone or email exchange to better understand our client's needs. This is followed by a focused in-person scoping meeting, development of the proposal, and a clear definition of task expectations and deliverables. Upon notice to proceed, appropriate staff assignments are made to accomplish the task within the agreed upon timeframe. For each task order, we look carefully at staff availability and skill sets to build the best task order team to serve you. With the ability to utilize staff locally, regionally, and nationwide, as well as an established network of strong subconsultants, we can draw from a multitude of disciplines and resources to complete each assignment, large or small, to meet your expectations.

## **Project Planning and Phasing**

Kimley-Horn recognizes that each assignment under a general professional engineering services contract is unique. Therefore, each assignment will be managed as an independent project. We clearly understand your primary objective for this contract is to provide professional engineering services for the improvements of the City's critical utility infrastructure. For assignments under this general services contract, Kimley-Horn proposes to follow a general process as outlined below.

## **Team Selection**

After communicating a need for professional services, our project manager, **Tucker Hunter, P.E.**, and select team members will meet with the City's project manager and staff to review the assignment, scope



of services, and alignment of service expectations. We will discuss what's your definition of project success and essential factors. After the initial meeting, we will provide a draft scope of services, staffing plan, and fee budget for review by the City. Tucker will assign task leaders as needed and depending on project needs with the expertise required to execute our assignments. **Tucker will be involved on every assignment to assure communication, continuity, and delivery of exceptional client service.** 

## Scope and Fee Preparation

A detailed project work plan will be developed for each assignment. This will be provided in the form of a formal and detailed scope of services with a description of tasks, assigned staff,



deliverables, schedule milestones, internal quality reviews, client meetings, presentations, external client reviews, and deliverables. This will be coordinated with and accompanied by a task and staff-based level of effort (by hours) fee estimate and task plan. The combined work plan will be reviewed with the City to assure complete understanding of the services, budget, schedule, and deliverables prior to authorization to proceed.

## Notice to Proceed

Kimley-Horn will not complicate our relationship with the City by jumping ahead on anticipated or poorly communicated perceptions of desired services. Only upon receiving executed



authorization and a notice to proceed will we schedule a formal project kick-off meeting with your assigned project manager and staff. At this time, we will revisit the project success factors previously defined during our initial assignment review meeting.

## Project Status Review Meetings

Kimley-Horn will schedule and conduct regular project status and review meetings with the City to evaluate progress and to adjust services as needed. Regular meetings allow project participants to be



fully informed, resolve issues, and review intermediate deliverables.

For all meetings, we will prepare meeting summaries including a listing of decisions made and action items to assure that we have fully communicated all meeting decisions. If on review of the meeting summary decisions were not fully communicated, we will issue a revised summary noting updates. This documentation allows our clients to record decisions that had been made early in the project and track action items. Our document reminders help the project team avoid delays and stay on track. We will also provide a monthly project status report with monthly invoices.

#### Communication

Regular meetings are important but are not our only means of communication. We will tailor our communication to the method that works best for the City. We regularly track lists of outstanding items



for each project and use the list to remind each responsible party of their tasks and deadlines. Kimley-Horn has implemented state-ofthe-art systems for online and virtual meetings where we can provide presentations, documents for review, real-time mark-ups, and virtual face-to-face communications.

## Kimley »Horn

City of Cocoa Engineering Services For Design, Permitting, and Services During Construction of Utility Conveyance Systems Upgrades and Expansion RFQ No. Q-23-12-COC

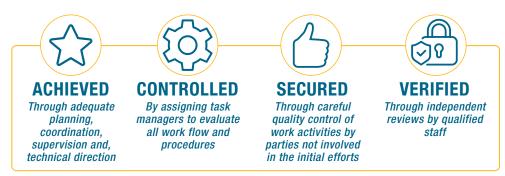
## **Communication is Key**

The Kimley-Horn team consists of project-centered professionals and staff who are empowered with the flexibility needed to respond quickly to both administrative requirements and scheduling needs. The Melbourne office is a quick drive away from the City. This allows us to serve the City at a moment's notice, help assess project needs, and make decisions to serve you. Our team has the experience required to tailor suitable courses of action and provide timely decision-making for any unexpected challenges that may arise. We are proactive in our communication by keeping organized records of correspondence. We listen to our clients to fully understand what is important to them before moving forward with design decisions.

We believe that communication is the foundation of any relationship, and with core values such as honesty and integrity, we want our clients to trust that we will make them aware of any project concerns immediately, including impacts to schedule and budgets.

## **Delivering Quality Services**

Quality is a keystone principle of Kimley-Horn. It is one of the key attributes that has enabled us to become one of the leading consulting firms in the nation and is essential to our continuing success. **Tucker Hunter, P.E.** will lead the day-to-day production efforts and be responsible for helping to ensure all production efforts are completed with an appropriate QA/QC process. Our formal QA/QC program is



based upon assigning experienced senior professionals, who are otherwise qualified to manage a particular project, to serve in an independent quality control role. Our proposed QA/QC members, **Tom Jensen P.E., Lewis Bryant P.E.,** and **Ashley Miele, P.E.** will use their extensive experience to help ensure we deliver the very same quality of service that is expected from Kimley-Horn.

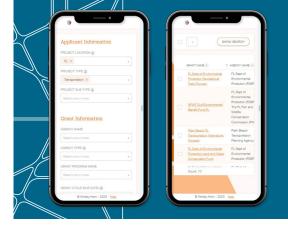
## **Grants Funding and Management**

We understand that obtaining successful funding and identifying potential public and private sources is critical to your projects, and we will work to identify alternative funding and financing strategies within multiple categories. Kimley-Horn is experienced with the complex regulations tied to the local use of federal funding and has been successful in obtaining grants for municipalities. We also understand the federally funded programs established to support treatment facilities that supply water to military bases. Our team will provide insight into the opportunities available and the procedures required to obtain funding.

Kimley-Horn has provided assistance to our clients resulting in more than \$300 million in grants and outside funding, including more than \$40 million for 2022 alone.



**Kimley Horn** 





As a result of our funding experience and success for our clients, we have developed a resource library of information on state and federal funding sources to assist you in making the most of available resources. GrantSource is an internal application containing more than 300 grant programs to assist our clients in identifying potential funding sources based on the specific project parameters. This tool, combined with the hands-on funding experience our team has, will position the City for complete success.

### **Innovative Solutions**

We always look for better and more creative ways to serve our clients. Our professional team evaluates emerging technologies and applies them where it can benefit our projects. We use the depth of our local experience and the vast technical knowledge of our national experts to merge tried and true practices with emerging technologies. We know how to think outside of the box and recognize what trends offer sound design advantages. The table below illustrates representative projects incorporating innovative techniques that have added cost savings, value, and quality for our Florida clients.

PROJECT	INNOVATION AND/OR RELATED COST SAVINGS			
Force Main Rehabilitation Design-Build Project North Bay Village	Project Assisted the City with collecting the ARRA funding and \$1.0 million through a State Revolving Fund (SBE) loan for the balance of the \$4.5-million improvement			
Master Pump Station No. 1 and 2 <i>St. Pete Beach</i>	Provided design services for the rehabilitation of the pumps due to being undersized and experiencing several maintenance issues that caused them to fail on a frequent basis. Generators were located on an elevated structure to provide maximum resiliency during storm events or flooding. <b>Pump Station Nos.1 and 2 were completed within schedule and saved the client \$50,000.</b>			
<b>42-inch Force Main Aerial</b> <b>Crossing Replacement</b> <i>West Palm Beach</i>	Since a failure of the force main aerial crossing would have devastating consequences to the drinking water supply, Kimley-Horn performed a condition assessment of the pipeline support structure and then prepared plans to repair the supports so a redundant, parallel force main could be installed on the same supports. <b>Design plans provided for a seamless construction sequence that allowed the force main to remain operational 100% of the time because there are no other bypass options for this segment of pipeline.</b>			

#### Technological Innovation

In 2018, Kimley-Horn created an internal initiative called New Ventures. The purpose of New Ventures is to incubate the best new growth ideas from our staff and promote bold, entrepreneurial thinking. New Ventures allows us to invest in the strongest seeds of employee ideas and provide the support needed to grow them into practices to better serve our clients. The services below will be made available to the City of Cocoa.

#### Xak-Pack®

Kimley-Horn offers above-and-beyond value to the City of Cocoa with our ability to perform realtime pump analysis using our proprietary XAK-PACK® evaluation system. The XAK-PACK® is a custom-built electronic device that collects real-time data about the pump's operation and performance. Using the XAK-PACK®, Kimley-Horn has identified deficiencies such as broken impellers, clogs, inefficient pumps, incoming power problems, worn out motors and pumps, and misapplication of pumps. During these assessments, Kimley-Horn's expert on pump station design and O&M makes observations and provides a detailed comprehensive evaluation of the station, identifying safety issues, operational deficiencies, and failing equipment. Performance evaluations can be a powerful tool for CIP planning, preventative maintenance, and data collection for asset management systems.

#### PublicCoordinate

This proprietary Kimley-Horn tool is a streamlined, sophisticated interactive map that makes it easier than ever to solicit feedback from the public. This tool offers enhanced capabilities such as comment input, toggling between multiple project alternatives and base maps, ADA web accessibility, custom branding, survey integration, and so much more. Whether the goal of the project is to inform, consult, or collaborate with the public, this tool provides information in an easily digestible format.



A Kimley-Horn Smart Utility Solution



»PublicCoordinate

# Section VII

# Resumes



## **VII. Resumes**

Kimley-Horn brings decades of experience in providing support to municipalities on continuing service contracts. Our balanced, multidisciplinary team will bring unique and innovative solutions to the City of Cocoa. You get a team that works with you—not just for you—to achieve success on this contract. Following you will find brief resumes for all key Kimley-Horn team members. Their resumes and more in-depth illustrations of their portfolio experience are available upon request.



#### **Tucker Hunter, P.E.** | Project Manager; Pipelines Pumping and Storage Lead; Bid/Construction Phase Services Lead

Tucker is a professional engineer with 10 years of experience as a project engineer. Tucker's project experience includes pipeline design and replacement, lift station design and replacement, condition assessment and facility evaluation of wastewater treatment facilities, wastewater,

treatment plant expansions, construction engineering and inspection services, and SRF and SJRWMD grant administration. Tucker has designed over 25 miles of pipelines and has experience with supporting clients through the design, permitting, bidding, construction, grant administration, and close out phases of many pipeline and wastewater treatment plant projects. Additionally, Tucker has supported our development services and roadway teams with utility extension or pipeline replacement projects.

#### **RELEVANT PROJECTS**

- Sykes Creek Lift Stations C-08, C-09, and C-10 Replacement, Merritt
   Brevard County
   Island, FL
   Infiltration and Ir
- Hull Avenue Septic to Sewer Conversion, Oakland, FL
- Sanlando Force Main and Water Main Replacement, Longwood, FL
- Davenport Water Main Replacement, Davenport, FL
- Brevard County
   Infiltration and Inflow
   Analysis, Satellite Beach, FL
- Barrington Wastewater Treatment Plant Lift Station, Clermont, FL



#### Steve N. Romano, P.E. | Project Engineer, Conditions Assessments and Asset Management Lead

Steve is a professional engineer with 26 years of experience as a consultant working in the water and wastewater industry. Steve has experience with a full range of utility projects, including water treatment facility design, wastewater treatment facility design, pipeline design,

pump station design, and master planning, including advanced hydraulic modeling, permitting assistance, and regulatory guidance. Steve has provided design and rehabilitation/replacement of lift stations, including master pumping stations, and conversions of old can style lift stations to standard submersible lift stations. Steve's utility engineering experiences includes more than 50 wastewater

pump station projects, more than 100 miles of pipeline projects, and several storage and repumping projects.

#### **RELEVANT PROJECTS**

- Brevard County Infiltration and Inflow Analysis, Brevard County, FL
- Shadow Hills Wastewater Treatment Plant Improvements, Longwood, FL
- Pinellas County Pump Station 190 Rehabilitation (under general

#### **EDUCATION/CREDENTIALS**

**EDUCATION/CREDENTIALS** 

• Bachelor of Science, Civil and

**Dominion University** 

#U0220-70308581

Environmental Engineering, Old

• PACP. MACP. and LACP Certified.

Professional Engineer in FL (#88634)

• Florida Water Environment Association

(FWEA), Central Florida Vice Chair

• Florida Stormwater Erosion and

Sedimentation Control Inspector

- Bachelor of Science, Environmental Engineering, University of Central Florida
- Professional Engineer in FL (#57579)
- Professional Engineer in AZ (#76631)
- Water Environment Federation (WEF)

services contract), Pinellas County, FL

- Orange County 42-inch Force Main Relocation, Orlando, FL
- Sykes Creek Force Main Replacement, Merritt Island, FL

## Kimley »Horn

City of Cocoa Engineering Services For Design, Permitting, and Services During Construction of Utility Conveyance Systems Upgrades and Expansion

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### Lance Littrell, P.E. | Principal-in-Charge and Technical Advisor

Lance has 22 years of experience successfully delivering water, wastewater, and reclaimed water utility projects throughout Florida. His municipal experience includes a well-rounded portfolio of planning, design, construction inspection, and start-up services, as well as operations assistance. Lance also brings significant experience in design and hands-on construction of membrane treatment systems in the U.S. and abroad. In

addition, Lance serves as the Region III Chair for FSAWWA, as well as on the Board of Directors of the Southeast Desalting Association (SEDA).

### **RELEVANT PROJECTS**

- Davenport Water Main Replacement, Davenport, FL
- Maitland Lift Station 17 Force Main, Maitland, FL
- Orlando Cargo Road Water Main for the Middlesex Corporation, Orlando, FL
- Palm Beach County Water Treatment Plant #2 Evaluation of Existing

# Facilities, FL8.0 MGD RO Water

Treatment Plant Expansion for Town and Country Utilities, Babcock Ranch, FL

• Southwest Water Treatment Plant and Wastewater Treatment, North Port, FL

Bristol, RI

### Ashley Miele, P.E. | Technical Review/Quality Assurance; Pipelines, Pumping and Storage

Ashley is a senior project manager with more than 21 years of project design, project management, and construction management experience with environmental wastewater and water engineering projects. Her expertise includes design and management of water and wastewater infrastructure, pumping systems, subsurface utility relocation and

permitting, hydraulic analyses, and feasibility studies. She has extensive experience with permitting through all agencies, including FDEP, SWFWMD, FDOT, and ACOE and provides construction phase services, including contractor solicitation, bid analyses, management recommendations, site construction management, and quality control.

### **RELEVANT PROJECTS**

- Sarasota County Peace River Interconnect and Potable Water Main (30inch and 36-inch Potable Water Transmission Main), FL
- Master Pump Station No. 1, Master Pump Station No. 2, and Master Pump Station No. 3 Rehabilitation, St. Pete Beach, FL

South Florida

- Osprey Avenue Phase II Utilities and Roadway Improvements
   (Phase II and Phase IV 20-inch Force Main and 12-inch Water Main
   Replacements), Sarasota, FL
- Lakewood Ranch Boulevard Extension and Water Main Extension, Sarasota, FL



### Tom Jensen, P.E. | Technical Review/Quality Assurance

Tom has 37 years of experience with a diverse background within the field of civil engineering and is responsible for client/project management, design, permitting, and construction observation. His extensive experience includes paving, drainage, water distribution, and wastewater collection/ transmission systems projects for a multitude of developments/

municipalities throughout South Florida. As QA/QC advisor, Tom will conduct QA/QC reviews at the end of each project phase to help ensure that the project deliverable is not only technically correct, but also consistent with the project's objectives. Tom will review project deliverables for clarity, accuracy, completeness, and complete scope compliance.

### **RELEVANT PROJECTS**

- Hollywood North Central Septic to Sewer Conversion, Hollywood, FL
- Value Engineering and Quality Reviews, Islamorada and Cudjoe Key, FL
- Miami-Dade 60-inch Force Main SL-3A-2–SP-1 Transmission Force Main Extension, Phase 2, Miami, FL
- Martin County Utilities Western Corridor Water and Sewer Main

Extension, Martin County, FL

- Northport 24-inch Force Main Extension Phase 3, Port St. Lucie, FL
- Wastewater Infiltration and Inflow Study, Palm Beach, FL
- Central Transmission Main Crossing, Jupiter, FL

- EDUCATION/CREDENTIALS
- Master of Business Administration, University of Central Florida
- Bachelor of Science, Mechanical Engineering, Old Dominion University
- Professional Engineer in FL (#65645)
- Professional Engineer in Ohio (#79857)
- American Membrane Technology Association, American Water Works

**EDUCATION/CREDENTIALS** 

Professional Engineer in Florida (#66476)

**EDUCATION/CREDENTIALS** 

· Bachelor, Civil Engineering, University of

• Professional Engineer in FL (#37290)

Association, American Water Works

American Water Resources

Association (AWWA)

 Bachelor of Science, Environmental Engineering, Roger Williams University,

• American Society of Civil Engineers

American Water Works Association

Water Environment Federation

City of Cocoa Engineering Services For Design, Permitting, and Services

Wildwood CR 501

Wildwood, FL

Force Main Design,

During Construction of Utility Conveyance Systems Upgrades and Expansion RFQ No. Q-23-12-COC



### Lewis Bryant, P.E. | Technical Review/Quality Assurance

Lewis has more than 23 years of experience with municipal utility engineering, including utility relocation, master planning, distribution system design, hydraulic computer modeling and analysis, and construction phasing and inspections. He is a skilled project manager and quality advisor for utility relocation/expansion projects, water and wastewater treatment

facilities design, facility expansion plans, capacity analysis reports, and water use permits. As QA/QC Advisor, Lewis will help to ensure the accuracy, efficiency, and correctness of all project deliverables.

### **RELEVANT PROJECTS**

- St. Pete Beach Master Pump Station No. 1, Master Pump Station No. 2, and Master Pump Station No. 3 Rehabilitation, St. Pete Beach, FL
- St. Pete Beach Engineering Services (Force Main 3, Force Main 5), St. Pete Beach, FL
- Pinellas County Pump Station 190 Rehabilitation, Pinellas County, FL

### Nicole McConnell, P.E. | Planning Evaluation/Studies Lead

Nicole has more than 16 years of experience specializing in wastewater treatment plant and pipeline design. Her technical engineering skills include wastewater treatment plant design, pump stations and lift stations, pipeline design, reuse feasibility planning, master planning, permitting, and construction management. Her wastewater treatment plant designs

### **EDUCATION/CREDENTIALS**

- Master of Business Administration, University of Florida
- Master of Science, Civil Engineering, University of Florida,
- Bachelor of Civil Engineering, University
   of Florida
- Bachelor of Science, Technology (Nuclear), Regents College
- Professional Engineer in Florida (#65582)
- Martin County Utilities Utility Condition Assessment and Valuation of Indiantown Company Utility Systems, Indiantown, FL
  - tudies Lead
  - EDUCATION/CREDENTIALS
  - Bachelor of Science, Environmental Engineering, Rensselaer Polytechnic Institute
  - Professional Engineer in FL (#73789)

include odor control systems, headworks facilities, process basins, filtration and disinfection, and solids handling facilities. Her pipeline design experience includes the design of wastewater, potable, and reuse pipelines.

### **RELEVANT PROJECTS**

- Facilities Plan, Port Orange, FL
- Consumptive Use Permitting Preparation and Review, Port Orange, FL
- Hydraulic Model Evaluation and Calibration, Port Orange, FL
- Shadow Hills Wastewater Treatment Plant, Longwood, FL
- Church Avenue Force Main Replacement, Longwood, FL
- Florida Government Utility Authority Colonial Manor Water Main Replacement, Holiday, FL
- Florida Government Utility Authority Dixie Groves Water Main Replacement Holiday, FL



### Rhea Dorris, P.E. | Water Treatment Lead

Rhea is a project engineer with nine years of experience in water and wastewater engineering for municipal clients. She has experience in water and wastewater hydraulic modeling, master planning, GIS analysis, pressure pipeline design, gravity sewer design, lift station design, and treatment process piloting/design. Rhea's project experience has focused on local

### **EDUCATION/CREDENTIALS**

- Bachelor, Environmental Engineering, University of Central Florida
- Professional Engineer in FL (#88094)

Central Florida municipalities but extends across Florida. Rhea has been involved in production of technical memorandums, preliminary design reports, design drawings, specifications, and permitting. In addition to treatment process design, she also has led design efforts for raw water wells, pipeline, pump stations, and hydraulic models. Rhea is proficient in GIS, WaterCAD, and InfoWater. In 2018, Rhea was accepted as an exclusive member of the 2018 Water Leadership Institute (WLI) program where she was one of 54 applicants accepted.

### **RELEVANT PROJECTS**

- Brevard County Infiltration and Inflow Analysis, Satellite Beach, FL
- Shadow Hills Wastewater Treatment Plant Improvements, Longwood, FL
- Orange County 42-inch Force Main Relocation, Orlando, FL
- Florida Government Utility Authority Dixie Groves Water Main Replacement, Holiday, FL
- Northport 24-inch Force Main Extension Phase 3, Port St. Lucie, FL
- Davenport Water Main Replacement, Davenport, FL
- 8.0 MGD Reverse Osmosis (RO) Water Treatment Plant Expansion for Town and Country Utilities, Babcock Ranch, FL

City of Cocoa Engineering Services For Design, Permitting, and Services

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### Allison Megrath, AICP, CNU-A | Grant Funding and Administration

Allison has built a strong practice in grant writing and administration based on her 30-year career in community planning. She understands obtaining successful funding from a variety of sources is critical to many public sector projects. Allison works to identify alternative funding strategies for many local governments in Florida. She has experience in all aspects of

the grants process from identification, to preparing applications, to tracking award announcements, to administration, and finally successful project implementation and grant award close out.

### **RELEVANT PROJECTS**

- City of Boynton Beach Heart of Boynton Utility Retrofit FEMA BRIC Grant Project, Boynton Beach, FL
- City of Hollywood FEMA BRIC Grant Application Southern Regional Wastewater Treatment Plant Upgrades, Hollywood, FL
- Indiantown Wastewater Collection System Improvements CDBG-MIT Grant Preparation, Indiantown, FL
- City of High Springs Florida Department of Economic Opportunity (DEO) Community Planning Technical Assistance Grant Preparation for Utility

Modeling Services, High Springs, FL

- Village of Palm Springs
  - Florida Department of Economic Opportunity (DEO) Community Planning Technical Assistance Grant Preparation for a Septic to Sewer Plan, Palm Springs, FL
- City of Hollywood FDEP Water Protection Grant Application—US 441 Corridor Septic to Sewer Conversion Project, Hollywood, FL



### Jill Grimaldi, BCES | Permitting Support

In her 22-year career, Jill Grimaldi, BCES has served as a permitting specialist obtaining more than a hundred of permits, primarily for municipal clients, including FDEP operations permits (wastewater and solid waste), FDEP Construction Permits (Potable Water), FDEP water and wastewater main extensions. Consumptive/Water Use Permits through St. Johns River

Water Management District and South Florida Water Management District, Environmental Resource Permits through both water management district and FDEP jurisdictions, NPDES permitting, U.S. Army Corps of Engineers permitting (flood plain, nationwide, general), FDEP Power Plant Siting Act permitting (primarily for waste to energy facilities/solid waste agencies), local City/County building/site plan/fire

department/utility permitting, FDOT roadway and railroad crossing permits (involving RRs as well), Title V and PSD Air Permitting, wetland mitigation coordination (various agencies), local 298 Water Control District drainage permitting, FDEP deep injection well permitting, and compliance and potable well construction permitting.

### **RELEVANT PROJECTS**

- Design and Permitting of the 30" and 24" Raw Water Main Projects, Port
   South Oslo Road Water Plant Floridan Well Rehabilitation and St. Lucie, FL
  - Construction of Well #7, Vero Beach, FL
- Northport 24-inch Force Main Extension Phase 3. Port St. Lucie. FL



### Kinan Husainy, P.E. | Site/Civil

Kinan has more than 16 years of civil engineering experience in the design and project management of large-scale residential communities, commercial projects, and mixed-use developments. Kinan is well-versed in the specific requirements for both multifamily developments and singlefamily communities. His specific areas of engineering expertise include

- EDUCATION/CREDENTIALS
- Bachelor of Science, Civil Engineering, Florida State University
- Professional Engineer in Florida (#75481)

land development, grading, stormwater management, water and sewer systems, site layout, permitting, utility system design, dewatering, construction phasing, and value engineering.

### **RELEVANT PROJECTS**

- Del Webb at Tradition, Port St. Lucie, FL
- Palmetto Design Center, Miami Gardens, FL

- Hillcrest Country Club Redevelopment, Hollywood, FL
- Fisherman's Wharf, Jupiter, FL

### **EDUCATION/CREDENTIALS**

- Bachelor, Urban Studies, University of Toronto
- American Institute of Certified Planners (#019583)
- Congress for New Urbanism
- American Planning Association (APA)

**EDUCATION/CREDENTIALS** 

• Bachelor of Science, Environmental

Science, University of Florida

**Environmental Professionals** 

• American Water Works

Association (AWWA)

National Association of

• National Grants Management Association Member

City of Cocoa Engineering Services For Design, Permitting, and Services During Construction of Utility Conveyance Systems Upgrades and Expansion RFQ No. Q-23-12-COC



### Brian Ashby, P.E. | Stormwater

Brian is a project engineer with 13 years of experience in civil and water resources engineering including site layout and design, drainage analysis and design, utility design, master planning, stormwater management, water quality assessments, erosion and sedimentation control design, permitting assistance throughout the State of Florida, and construction phase services.

His software experience includes AdICPR, PONDS, AutoCAD Civil 3D, AutoCAD Storm and Sanitary Analysis, StormCAD, Hydraflow, and WaterCAD. Brian has extensive knowledge of permitting through

### **EDUCATION/CREDENTIALS**

- Bachelor of Science, Civil Engineering, Florida State University
- Professional Engineer in FL (#80456)
- American Society of Civil Engineers (ASCE)

various review agencies across Florida, including St. Johns River Water Management District (SJRWMD), Lake County, the Florida Department of Environmental Protection (FDEP), the Florida Department of Transportation (FDOT), and various other municipal entities.

### **RELEVANT PROJECTS**

- Titusville Downtown Stormwater Development Plan, Land Development Regulations, and Urban Design Manual Updates, Titusville, FL
- Osceola County Continuing Planning, Design, and Stormwater Consultant
   Hanger Boulevard Sanitary Sewer and Lift Station Improvements (BP-Services, Osceola County, FL
  - Joe Roberts, P.E. | Structural

Joe has more than 11 years of experience involving structural evaluation, design, and repair of bridges, roadways, parks, airports, buildings, infrastructure, foundations, supports, and water control structures. Joe has provided design services for a variety of structures related to water and wastewater utilities.

### **RELEVANT PROJECTS**

- St. Petersburg Pump Station 122 Collection System & Bulkhead Wall Improvements, St. Petersburg, FL
- Cape Canaveral Headworks and Filter Improvements, Cape Canaveral, FL • Mid-County Wastewater Treatment Plant Headworks and Grit Removal
- Improvements, FL

Maitland, FL 452), Orlando International Airport (OIA), Orlando, FL

Maitland Stormwater/Lakes Management Plan (SLMP) Update,

### • Master of Engineering, Structural Engineering, University of Florida

• Bachelor of Science, Civil Engineering, University of Florida

**EDUCATION/CREDENTIALS** 

- Professional Engineer in FL (#78547)
- American Society of Civil Engineers (ASCE)
- Sarasota County Bee Ridge Water Reclamation Facility Interim Process Improvements-Design/Build Project, Sarasota County, FL



### Sarah Johnson, C.E. | Environmental

Sarah has more than 20 years of experience managing and conducting biological assessments, permitting, mitigation planning, NEPA evaluations, species-specific surveys, GIS, and photointerpretation. She has experience with NEPA documentation, including natural resource evaluation reports, reevaluations, environmental certifications for minor projects, and Section 4(f)

Determination of Applicability. She has been the environmental lead on projects with entities such as FDOT Districts One, Five, and Seven; Lee, Collier, Hillsborough, Pinellas, Sarasota, and Nassau counties; and numerous water management districts. Sarah is knowledgeable about the PD&E guidelines used for development of transportation projects by FDOT, the NEPA process, and the permitting guidelines

for various agencies for projects that impact wetlands and/or protected species. Additionally, Sarah has direct experience conducting protected species surveys for the Florida bonneted bat, bald eagle, crested caracara, Florida scrub-jay, Big Cypress and Sherman fox squirrel, gopher tortoise, redcockaded woodpecker, wood stork, West Indian manatee, sand skink, Florida sandhill crane nests, wetland dependent wading birds and shorebirds, snail kite, and Florida burrowing owl.

North Port Water

North Port, FL

Control Structure 106,

### **RELEVANT PROJECTS**

- Inverness 44 W Sewer Extension, Inverness, FL
- Peninsula Pipeline Company, Callahan Pipeline Expansion Project, Callahan, FL
- Bald Eagle Nest Monitoring, Polk County, FDOT District One, FL
- Bonneted Bat Survey for SW 136th Safe Routes to School Project. Palmetto Bay, FL

**Kimley**»Horn

### **EDUCATION/CREDENTIALS**

- Master of Science, Zoology, University of Oklahoma
- Bachelor of Arts, Zoology, Ohio Wesleyan University
- Certified Environmental Professional, Certified Ecologist

# Section VIII

Required Proposal Submittal Forms and Statements



### **VIII. Required Proposal Submittal Forms and Statements**

### AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

### (PAGE 1 OF 2)

Proposers shall complete and submit the information below to clearly identify the location of the Project Manager and Project Engineer designated in the organizational chart required in Section III RFQ Submittal Requirements. All proposers shall complete and sign the pages of this form concerning location. NOTE THE AFFIDAVIT/ NOTARIZATION REQUIREMENT (page 2).

### 1. Current domicile of Project Manager:

Name	Tucker Hunter, P.E.
Address	7341 Office Park Place, Suite 102
City, State, Zip	Melbourne, FL 32940
County	Brevard County
Location is within	75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? <u>x</u> Yes <u>No</u>

### 2. Current domicile of Project Engineer:

Name	Steve N. Romano, P.E.
Address	189 S Orange Ave #1000
City, State, Zip	Orlando, FL 32801
County	Orange County
Location is within	75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? <u>x</u> Yes <u>No</u>

### **3.** Firm's Office Location:

Company	Kimley-Horn and Associates, Inc.
Address	7341 Office Park Place, Suite 102
City, State, Zip	Melbourne, FL
County	Brevard County
Location is within	75 Miles of City of Cocoa, 65 Stone Street, Cocoa, FL 32926? <u>x</u> YesNo

### AFFIDAVIT OF LOCATION OF PROJECT MANAGER AND PROJECT ENGINEER

(PAGE 2 OF 2)

### **AFFIDAVIT**

Under penalties of perjury, I swear that the preceding location information is true and correct. I also acknowledge that any material misrepresentation will be grounds for terminating for default any Contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.

Land Hell	Kimley-Horn and Associates, Inc.		
Authorized Signatory	Name of Proposer		
Lance R. Littrell, P.E.	March 22, 2023		
Typed or Printed Full Name	Date		
Vice President			
Title			

On this 2023, before appeared 22nd day of March me (name) Lance R. Littrell, P.E. , to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by Kimley-Horn and Associates, Inc. (name of firm) to execute the affidavit and did so as his or her free act and deed.

Notary Public	16126
(seal) Date <u>3122123</u>	MYRTHA A. RODRIGUEZ VILLARREAL Commission # HH 217963 Expires May 16, 2026
State of FL	
County of Oroca	

### AFFIDAVIT OF EXISTING AND PRIOR CONTRACTS WITH THE CITY OF COCOA

STATE OF Florida

CITY OF Orange

BEFORE ME, the undersigned authority, this day personally appeared Lance R. Littrell, P.E. , who, after first being duly sworn, upon oath, deposes and says:

1. My name is <u>Lance R. Littrell, P.E.</u> and I am over the age of eighteen (18) years.

2.I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3.I currently serve in the position of <u>Vice President</u> for <u>Kimley-Horn and Associates, Inc.</u> (hereinafter "Respondent") and have been employed by Respondent since 7/25/2016 .

4.I am familiar with one of the factors in the Consultants Competitive Negotiations Act ("CCNA"; section 287.055, Florida Statutes) that requires the City of Cocoa to generally consider the volume of work previously awarded each firm by the City of Cocoa when awarding new Contracts under the CCNA with the object of effecting an equitable distribution of Contracts among qualified firms, provided the distribution does not violate the principle of selection of the most highly qualified firm; and

5. I am familiar with the client base and the various Contracts for services entered into by Respondent, and have knowledge of whether or not there are any existing and/or prior Contracts within the past three (3) years between the City of Cocoa, Florida and Respondent.

6. Based on my knowledge indicated in paragraph 5 of this Affidavit, there currently exist the following Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

CONTRACT		AMOUNT PAID
General Civil Engineer, Architectural and Traffic Engineering Services	_	\$0 (Selected, no contract)
	-	
	-	
	-	
	-	
	-	
	-	
	-	

7. Based on my knowledge indicated in paragraph 5 of this Affidavit, there were the following prior Contracts and task orders under a continuing services Contract between Respondent (performed either solely by the Respondent or as part of a joint venture) and the City of Cocoa within the previous three (3) years from the date of this Affidavit, with the corresponding amount paid Respondent by the City of Cocoa for services rendered by Respondent:

### CONTRACT

AMOUNT PAID

Not applicable.

FURTHER AFFIANT SAYETH NAU	UGHT.
	Hel
Print Na	ame: Lance R. Littrell, P.E.
COUNTY OF ORONAE	
physical presence or () online notarizatio	o and subscribed before me by means of ( <u>)</u> on, this <u>22nd</u> day of <u>March</u> , 20 <u>23</u> by ally known to me, or [] who has produced
as identific	
WITNESS my hand and official seal i	in the State and County last aforesaid this
	a
MYRTHA A. RODRIGUEZ VILLARREAL	NOTARY PUBLIC
Commission # HH 217963 Expires May 16, 2026	Print Name: Porcha koncerve
	My Commission Expires:

### AFFIDAVIT OF OTHER APPLICABLE MANDATORY CRITERIA

STATE OF Florida

CITY OF Orange

BEFORE ME, the undersigned authority, this day personally appeared Lance R. Littrell, P.E. , who, after first being duly sworn, upon oath, deposes and says:

1. My name is Lance R. Littrell, P.E. and I am over the age of eighteen (18) years.

2. I have personal knowledge of the facts contained in this Affidavit, and I know these facts to be true and correct.

3. I currently serve in the position of <u>Vice President</u> for <u>Kimley-Horn and Associates, Inc.</u> (hereinafter "Respondent") and have been employed by Respondent since 7/25/2016 .

4. I am familiar with the current professional licensing status of Respondent.

5. I have assisted in preparing the Respondent's response to the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion and I am familiar with the contents of said response.

6. I am also familiar with the other applicable mandatory criteria listed in sections 6 and 7 of the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; and

7. Based on my personal knowledge and belief, I state as follows:

a. Respondent is duly licensed to practice in the State of Florida, and said license is in good standing with the State of Florida;

b. There are no legal or professional conflicts of interest with regard to any work performed by the Respondent for the City of Cocoa or any other person or entity, or with respect to the scope of services required by the City of Cocoa RFQ Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion; and

c. The Respondent adhered to the instructions set forth in the City of Cocoa Q-23-12-COC for Engineering Services for Design, Permitting and Services During Construction for Utility Conveyance Systems Upgrades and Expansion in preparing and submitting the Respondent's response including, but not limited to the Anti-Lobbying provision.

FURTHER AFFIANT SAYETH NAUGHT.

Fame All Print Name: Lance R. Littrell, P.E.

STATE OF FL COUNTY OF ORANIE

The foregoing instrument was sworn to and subscribed before me by means of ( physical presence or ( ) online notarization, this 22nd day of March , 20 23 by Lance R. Littrell, P.E. [ ] who is personally known to me, or [ ] who has produced as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 20 day of MARCH , 20 AS.

MYRTHA A. RODRIGUEZ VILLARREAL Commission # HH 217963 Expires May 16, 2026

NOTARY PUBLIC Print Name: WRING RODRIGUEZ VILLARROCK L 5116/20 My Commission Expires:

### **Scrutinized Company Certification**

This certification is required pursuant to Sections 287.135, 287.012 and 215.473, Florida Statutes.

A company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of: (a) Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. <u>215.4725</u>, or is engaged in a boycott of Israel; or (b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Cuba or Syria.

### THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID/RFP/RFQ RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED, SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and not listed on either the Scrutinized Companies with Activities in Sudan List or on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engaged in business operations in Cuba or Syria; or on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the CITY in writing if any of its principals are placed on any of the Scrutinized Company Lists above or becomes engaged in business operations in Cuba or Syria, or becomes engaged in a boycott of Israel.
- d. The Vendor understands that any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification, 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 been engaged in business operations in Cuba or Syria. Any contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(Authorized Signature)

Lance R. Littrell, P.E., Vice President (Printed Name and Title)

Kimley-Horn and Associates, Inc. (Name of Vendor)

### STATE OF FORMA , COUNTY OF ORANGE

The foregoing instrument was acknowledged before m	e by means of ( 🦯 physica	al presence or () online
notarization, this 22nd day of March , 2023, by 1	ance R. Littrell (	name of person whose signature is
being notarized) as Vice President	(title) of Kimley-Horn and Associ	ates, Inc(Name of Vendor), known to
me to be the person described herein, or who produced	l	(type of identification) as
identification, and who did/did not take an oath.		

NOTARY PUBLIC:

State of FLORIDA at Large (Seal)

(Print Name)



Scrutinized Company Provisions

SCRUTINIZED COMPANIES: Section 287.135, Florida Statutes prohibits agencies from contracting with companies for goods or services of \$1 million or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List may not bid on, submit a proposal for, or enter into a Contract with an agency or local government entity for goods or services of \$1 million or more.

Pursuant to Chapter 215.473, Florida Statutes, the Florida State Board of Administration is charged with maintaining a complete list of scrutinized companies. Scrutinized companies are judged according to whether they meet the following criteria: Sudan:

1. Have a material business relationship with the government of Sudan or a governmentcreated project involving oil related, mineral extraction, or power generation activities, or

2. Have a material business relationship involving the supply of military equipment, or 3. Impart minimal benefit to disadvantaged citizens that are typically located in the

geographic periphery of Sudan, or

4. Have been complicit in the genocidal campaign in Darfur.

Iran:

1. Have a material business relationship with the government of Iran or a governmentcreated project involving oil related or mineral extraction activities, or

2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

The SBA is not responsible for compliance with Chapter 287.135, Florida Statutes. The SBA's responsibilities are solely focused on the Protecting Florida's investments Act and Chapter 215.473 as it related to the identification of the "Scrutinized Companies" that have prohibited business operations in Sudan or Iran.

List is found at:

<u>http://www.sbafla.com/fsb/Home/ProtectingFloridasInvestmentAct/tabid/751/Default.asp</u>  $\underline{x}$  then click on the "Other Links" to the List

or

http://www.sbafla.com/fsb/LinkClick.aspx?fileticket=iePW9X713-E%3D&tabid=751&mid=2409

### **Drug-Free Workplace Certification**

When applicable, the drug-free certification form below must be signed and returned with the RFQ response.

**IDENTICAL TIE PROPOSALS:** Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals 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 proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied Respondents have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

- A. 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.
- B. 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.
- C. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in the first paragraph.
- D. In the statement specified in the first paragraph, 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, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- E. 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.
- F. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the foregoing provisions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided herein, is truthful and correct at the time of submission.

AUTHORIZED SIGNATORY

Vice President

Title

a. Tuder Hunter

Witness Signature

Lance R. Littrell, P.E.

Typed Name of Signatory

March 22, 2023

Date

Tucker Hunter, P.E.

Typed Name of Witness

### Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a.Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b.Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment 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;

c.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 (1) (b) of this certification; and

d.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.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

### **Instructions for Certification (A)**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective 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 primary participant to furnish a certification or any explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was place when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to who this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549**. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agree 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.

7. The prospective primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) 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 of default. **Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.** 

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 participation in this transaction 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.

### **Instructions for Certification (B)**

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

2. 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.

3. 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 when submitted or has become erroneous by reason of changed circumstances.

4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. 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.

6. The prospective lower tier participant further agree by submitting this proposal that it will include this clause title "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitation for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principles. Each participant may but is not required to, check the Nonprocurement List.

8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower 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.

Applicant:		Date:
Kimley-Horn and Associates, Inc.		March 22, 2023
Signature of Authorized Certifying Official:	Title:	
Lamed Hill Page 56 of 70	Vice President	

### Non-Collusion/Lobbying Certification

This statement is submitted with Proposal by:

Kimley-Horn and <i>i</i>	w	nose	business	s addr	ess	is	
7341 Office Park	Place, Suite 102, Melbourne, F	L 32940					
[Name of entity subm	nitting sworn statement]						
Kimley-Horn and Associ	<sup>ates, Inc.</sup> and its Fed	eral Employe	r Identi	fication	Number	(FEIN)	is
56-0885615		·				<b>ζ</b>	
My name is Vice President	Lance R. Littrell, P.E.		and my	relation	ship to th	e above	is
[Please print name of	individual signing]						

### A. NON-COLLUSION PROVISION CERTIFICATION.

The undersigned hereby certifies, to the best of his or her knowledge and belief, that on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid. Failure to submit the executed statement as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

### B. LOBBYING CERTIFICATION.

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

- 1. No City 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 either directly or indirectly an officer or employee of the City, City Council Member of Congress in connection with the awarding of any City Contract.
- 2. If any funds other than City appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of City Council or an officer or employee of the City in connection with this contract, the undersigned shall complete and submit Standard Form-L "Disclosure Form to Report Lobbying", in accordance with its instructions.

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in, Non-Collusion/Lobbying Certification, is truthful and correct at the time of submission.

AUTHORIZED SIGNATORY

Vice President

Title

luder Huster

Witness Signature

Lance R. Littrell, P.E.

Typed Name of SIGNATORY

March 22, 2023

Date

Tucker Hunter, P.E.

Typed Name of Witness

### **Organizational Information**

The Proposer must include a copy of their State Certificate of Good Standing/Articles of Incorporation, which lists the corporate officers. In addition to the aforementioned documents the Bidder/Proposer must include necessary information to verify the individual signing this proposal/bid and or any contract document has been authorized to bind the corporation. Examples include:

- A. A copy of the Articles of Incorporation listing the approved signatories of the corporation.
- B. A copy of a resolution listing the members of staff as authorized signatories for the company.
- C. A letter from a corporate officer listing the members of staff that are authorized signatories for the company.

	TYPE OF ORGANIZATION					
(Please	place a check mark (✓) ne	ext to app	licable type)			
$\checkmark$	Corporation		Partnership		Non-Profit	
	Joint Venture		Sole Proprietorship		Other (Please specify)	
		1				
State of Incorporation		North Carolina				
Principal Place of Business (Enter Address)		421 Fayetteville Street, Suite 600, Raleigh, NC 27601				
Federal Numbe	I.D. or Social Security r	56-08	85615			

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in **Attachment "H"**, **Organizational Information**, is truthful and correct at the time of submission.

Respondant/Contractor\_Name: Lance R. Littrell, P.E.

Mailing Address: 189 South Orange Avenue, Suite 1000, Orlando, FL 32801

Telephone_Number:	407-412-7544	E-mail Address:	Lance.Littrell@kimley-horn.com

FEIN: 56-0885615 DUNS: V8PKGG6NLKV6 CAGE Code: OBPM5 As issued through www.sam.gov

Authorized SignatoryPrinted Name

Lance R. Littrell, P.E.

Title <u>Vice President</u> Date March 22, 2023

\*On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity Identification (UEI) number that can be found in SAM.gov. We have listed our UEI number above.

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# Kimley »Horn

### **Certificate of Secretary**

To Whom It May Concern:

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

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 15, 2022 and entered in the minutes of such meeting in the minute book of the corporation.

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

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

Dated:

Richard N. Cook, Secretary

(corporate seal)



### Kimley-Horn and Associates, Inc. FULL CONTRACT SIGNING AUTHORITY December 15, 2022

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

### ATLANTIC McCray, Danielle R. Johnson, Miles R. Barber, Barry L. McPeters, Brian A Beck, Chadwick W. Mehta, Parag G. BALTIMORE CITY Perkins, Ryan R. Mowery, Michael C. Brewer, Brian J. Sowers, Brian E. Falk, Katherine W. White, Timothy E. Cochran, Adam P. Kraft, Jonathan H. Cook, Richard N. VIRGINIA BEACH RIVERSIDE Deans, Neil T. OCALA BALTIMORE COUNTY Chambers, Jon S. Cowan, Eugene D. Denney, Seth A. Leffner, Nicholas J. Crum, Katie E. Pollock, John A. Keil, Ashley R. Hutton. Heather Davidson. Scott O. Flanagan, Tammy L. Farthing, Andrew P. SACRAMENTO Kuzenski. John BOSTON France, William D. Melvin, Enda Meador, Emily H. ORLANDO Keegan, Katherine A. Holland, Kimberly R. Pittalwala, Fareed S. Thompson, Erin K. Holland, Stephen R Tait, Zachary T. **FLORIDA** HARRISBURG Jucksch, Rebecca R. Weir, Matthew D. Bankert, Larry I. Mackey, William F. McGinley, Steve M. Marscheider, Edward A. SAN DIEGO **BOCA-DELRAY** Barlow, Matthew T. Mertig, Karl E. Spruce, Michael D. NEWPORT NEWS Miller Edward W. Becker, Justin S. Webber, Jason A. Collins, Carroll E. Moser, Emily A. Harry, Jennifer L. Niss, Robyn M. Kaltsas, Joseph D. FORT LAUDERDALE NORTHERN VIRGINIA Landaal, Dennis J. Alam, Mudassar M. Royal, Jack R. Byrd, Michael N. Votava Charles F. Madsen, Michael P. Capelli, Jill A. Carter, Erica V. Williams, Kyle D. McCormick, Matthew B. Falce, Christopher T. Elman, Paul D. McWhorter, Samuel L. McWilliams, John J. Giffin, Geoffrey D. WHITE PLAINS Podegracz, Anthony J. Ratay, Gary R. Kauppila, John L. Canning, Thomas J. Ullery, Megan R. Robertson, Stewart E. Koopman, Jennifer R. Viola, Stefano F. Van Hise, Kevin Lefton, Steven E. SAN JOSE Martin, Robert J. CALIFORNIA FORT MYERS Hedayat, Leyla Murphy, Erin M. Meyerhofer, Peter N. Bryant, M. Lewis Musson, David B. LOS ANGELES Venter Frederik J. Clark, Kellie R. Prunty, Robert W. Blume, Robert D. Wicks, Amy N. Sauro, Thomas J. Chakravarthy, Srikanth CAROLINAS Schrader, Carly N. Fares. Jean B. GAINESVILLE Stevens, Ross S. Kvle, Greaorv S CHARLESTON Towne, Christopher TAMPA Teague, M. Zach Phaneuf, Alyssa S. Guy, Jonathan R. Whyte, Richard D. Ranta, Shahrzad JACKSONVILLE CHARLOTTE Brenny, Martin T. PHILADELPHIA OAKLAND Blakley, Jr., Stephen W. Mecca, Joseph P. Edwards, Matthew A. Mullis, Raiford M. CENTER CITY Akwabi, Kwasi Harmon, Amanda R. Colety, Mike D. Lewis, Ryan T. Roland, George E. Hughes, Paul W. Dankberg, Adam J. Pattison, Paul G. Shelton, Mark W. Taylor, Benjamin S. PITTSBURGH ORANGE LAKELAND Beaves, Adele M. Adrian, Darren J. COLUMBIA Lewis, Jason A. Glaze, Jacob S. Wilson, Mark E. Iser, Christopher M. PRINCETON Kerry, Nicole M. White, Wayne E. Diggan, Tony W. Matson, Jason B. DURHAM DOWNTOWN Gibson, Adam T. Marechal, Jason A. Lewellyn, Earl R. **MELBOURNE** Melchor, Jason J. Husainy, Kinan F. RICHMOND Melvin, M. Pearse FORT MILL Chance, Maxwell P. Phillips, Chad E. Holcomb, John E. MIAMI

Heustess, Aaron M. Hill, Corey Lickliter, Ashley C.

PLEASANTON

RALEIGH Durrenberger, Randal R. Adams, Richard C. Page 1 of 2

Almonte, Leonte I. Baldo, Burt L. Buchler, Aaron E.

Collier, Julio A. Fernandez, Jorge L. Fye, Barton J.

Busche, Richard V. Gartner, Amber L. Losito. Gene B.

Chau, Hao T. Lenzen, Brent A. Littrell, Lance R. Martin, Jonathan A. Mingonet, Milton S. Stickler, Brooks A. Thigpen, Jonathan D. Wetherell, Ryan S.

SARASOTA Klepper, B. Kelley Nadeau, Gary J. Pankonin, James R. Schmid, Seth E.

ST. PETERSBURG Dodge, Dawn M. Walker, Jordan W.

TALLAHASSEE Barr, Richard R. DeVeau, Zachariah A.

Bulloch, Kelly B. Gilner, Scott W. Lee, Nathan Q.

### VERO BEACH

Good, Brian A. Lawson, Jacob B. Roberson, Kevin M. Thomas, Melibe S. Van Rens, Peter J.

WEST PALM BEACH Heggen, Christopher W. Lee, Jason R. Mufleh, Marwan H. Rapp, Bryan T. Schanen, Kevin M. Schwartz, Michael F. Sumislaski, James M.

### Kimley-Horn and Associates, Inc. FULL CONTRACT SIGNING AUTHORITY December 15, 2022

Tercilla, Lindsey A. Walthall, David W.

### **MID-WEST**

### **CHICAGO** DOWNTOWN Dvorak, Jr., William E. Lemmon, Peter C. Marnell, Colleen L.

Morton, Jr., Arthur J.

CHICAGO NORTH SUBURBS

Cooper, Jason C. Tracy, Eric J. West, Craig L

### CHICAGO WEST SUBURBS

Fancler-Splitt, Rory K. Heinen, Andrew N. Kaufman, Phil R. Walker, Michaela E. Walker, William A.

COLUMBUS Muller, Justin M. Schall, Andrew J.

**INDIANAPOLIS** Butz, Jr., William A. Sheward, Bryan A.

KANSAS CITY Kist, Matthew D.

NORTHEAST OHIO Clements, Kevin J.

### TWIN CITIES

Bishop, Mark C. Coyle, Daniel J. Elegert, Brandon R. Hume, Robert M. Leverett, Christopher C. Matzek, William D. Schmitz, William J. Bourdon, Brandon J. Fosmo, Eric J. Jensen, Matthew D. Wall. Lisa M. Zimmerman, David

**TWIN CITIES- WEST** Kuhnau, JoNette L. Wurdeman, Brian M.

### MOUNTAIN

ASPEN Christensen, Bryce E.

BOISE McDougald, Brandon D. Gresham, Teresa R. Nicholson, Tim P

COLORADO SPRINGS Gunderson, Eric J. Heiberger, John R.

DENVER Andryscik, Kory J. Colvin, Scott W. Krell, Gabriel M. Phelps, Randall J. Rowe, Curtis D. Salvagio, Robin Skeehan, Daniel L. Sobieski, Dennis Turner, Meaghan M. Valentine, Brian W. Wilhelm, William R.

EVERETT Reeverts, Canaan H.

LAS VEGAS Ackeret, Kenneth W. Ahartz, Shannon R. Colety, Michael D. Jones, Christopher R. Moles, Richard A. Wolf, Treasea

MESA Burm, Jason M. Grandy, Michael L. Margetts, Sterling T. Mutti, Brent H. Walnum, Nathan C.

PHOENIX Connelly, Alissa J. Ehrick, Taylor R. Henderson, Benjamin J. Minor, Henry W. Hermann, Michael J. Jupp, Andrew M. Kimm, Kevin J. Kissinger, John C. Leistiko. David J. Marella, Damon J. Perillo, Adam C. Sjogren, Timothy P. Smalkoski, Brian R.

PORTLAND Belsick, Jody W.

### <u>RENO</u>

Hildebrandt, Timothy H. Nasset, Brent J.

SALT LAKE CITY Crowther, Brent C. Johnson, Zachary A. O'Brien, Molly M.

SEATTLE Danielson, Paul B. Williams, David S.

TUCSON Payne, Kevin W. Rhine, Timothy J.

### SOUTH

ALPHARETTA Fanney, Angela L. Fanney, Lawson H. Hamilton, James R. James, Alvin B. Shearouse, Sarah Stricklin, David L. Walker, John D.

ATLANTA Ergle, Kevin B. Fink, Kenneth L. Rushing, Michael L.

ATLANTA MIDTOWN Bosman. Eric S. Coleman, Sean H. Johnston, Sean P. Ross, Robert A. Triplett, Katherine R.

BIRMINGHAM Bailey, Clark B.

**MEMPHIS** Danley, Drake E. Peregoy, Samuel J. Peregoy, Jennifer M.

MOBILE Starling, Charles H.

NASHVILLE Creasman, Brett R. Dufour, Zachary J. Espelet, Leonardo E. McMaster, Ryan L. Rhodes, Christopher D.

SAVANNAH Gwaltney, Jamie N. Page 2 of 2

### TEXAS

AUSTIN NORTH Boecker, Brian C. Van Leeuwen, Andrew

AUSTIN SOUTH Hudson, Harrison M. Mason, Sean R.

**BRYAN/COLLEGE** STATION Lucas, Michael D.

DALLAS Galloway, Steven D. Gary, Glenn A. Hall, James R. Harris, Mark E. Hoppers, Kevin P. Nathan, Aaron W. Sulkowski, Nicholas E. Williamson, Sarah T.

FORT WORTH Arnold, Douglas M. Arnold, Scott R. Atkins, John R. Hill, Bradley J. James. Jefferv Webb, Floyd C.

FRISCO Brignon, Brit A. Coppin, Thomas G. McCracken, Paul D. Dickey, Kyle A.

HOUSTON Frysinger, Chris V. Guillory, Michael B. Rader, Aaron K. Schmidt, Scott C.

LAS COLINAS Ante, Louis N.

MCKINNEY Morales, Hugo

SAN ANTONIO Farnsworth, Jeffrey A. Holscher, Nicholas F.

THE WOODLANDS Freeman, Jr., Steven C.

### **E-Verify Contractor Affidavit**

### consultant

I hereby certify that Kimley-Horn and Associates, Inc. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with, section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

consultant

A true and correct copy of <u>Kimley-Horn and Associates</u>, Ind insert <del>contractor</del> company name] proof of registration in the E-Verify system is attached to this Affidavit.

Print Name: Lance R. Littrell, P.E. Date: March 22, 2023

### STATE OF FLORIDA

COUNTY OF ORNE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this March 22, 2023 (date) by Lance R. Littrell, P.E., Vice President (name of officer or agent, title of officer or agent) of Kimley-Horn and Associates, Inc. (name of corporation acknowledging), a North Carolina (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_\_ (type of identification) as identification.

[Notary Seal] Notary Public

Name typed, printed, or stamped My Commission Expires: 316/26 MYRTHA A. RODRIGUEZ VILLARREAL Commission # HH 217963 Expires May 16, 2026

## Kimley-Horn and Associates, Inc Profile ACTIVE

### **Company Information**

Company Name Kimley-Horn and Associates, Inc

Company ID 412062

Employer Identification Number (EIN) 560885615

DUNS Number 061099131

NAICS Code 541

Subsector Professional, Scientific, and Technical Services Doing Business As (DBA) Name

Enrollment Date May 02, 2011

Unique Entity Identifier (UEI) DS7JWCWDLQU7

Total Number of Employees 5,000 to 9,999

Sector Professional, Scientific, and Technical Services

All instances of "contractor" are to be substituted with "consultant".

FEMA RIDER

### FEDERALLY REQUIRED CONTRACT CLAUSES FOR FEMA

### **GRANTEES AND SUBGRANTEES**

### 1. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24,1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

### 2. Compliance with the Davis-Bacon Act

The contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Prevailing wage determinations are issued by the Department of Labor and can be found by visiting their website at: https://www.dol.gov/agencies/whd/government-contracts/construction. These rates may be subject to change based on the January 2022 update.

### 3. Compliance with the Copeland "Anti-Kickback" Act

- a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment

### 4. Compliance with the Contract Work Hours and Safety Standards Act

- (1) *Overtime requirements*. No contractor or 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 (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor 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 (b)(1) of this section, in the sum of \$27 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 (b)(1) of this section.
- (3) *Withholding for unpaid wages and liquidated damages*. The CITY OF COCOA 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 Page 62 of 70

payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section
- 5. Rights to Inventions Made Under a Contract or Agreement Not Applicable Include CFR Title 37 § 401.14 Standard patent rights clauses when applicable

### 6. Clean Air Act

- a. The contractor 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.
- b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

### 7. Federal Water Pollution Control Act

- a. The contractor 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.
- b. The contractor agrees to report each violation to the City of Cocoa and understands and agrees that the City of Cocoa will, in turn, report each violation as required to assure notification to the Florida Division of Emergency Management, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

### 8. Suspension and Debarment

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- *b.* The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- c. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- *d.* The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

a. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 who in turn will forward the certification(s) to the federal awarding agency.

### **10. PROCUREMENT OF RECOVERED MATERIALS**

- In the performance of this contract, the Contractor 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.
- b. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement guidelines web site, https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## 11. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

- Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
- b. Prohibitions.
  - i. Section 889(b) of the John S. McCain National Defense Authorization Act

for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

 Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- 2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- 3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- 4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

### c. Exceptions.

- i. This clause does not prohibit contractors from providing—
  - 1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
  - 1. Covered telecommunications equipment or services that:
    - a. Are *not used* as a substantial or essential component of any system; *and*
    - b. Are *not used* as critical technology of any system.
  - 2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- d. *Reporting requirement.* 
  - i. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of

any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- ii. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
  - 1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - 2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- e. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

### **12.** DOMESTIC PREFERENCES FOR PROCUREMENTS

- a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
  - i. 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.
  - ii. Manufactured products mean 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.

### 13. Access to Records

The following access to records requirements apply to this contract:

(1)The contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2)The Contractor 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 Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

### 14. DHS Seal, Logo, and Flags

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

### 15. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### 16. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### **17.** Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. *Byrd Anti-Lobbying Amendment* 

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier 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.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that: 1.No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, <u>Kimley-Horn and Associates, Inc.</u>, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Lance R. Littrell, P.E., Vice President Name and Title of Contractor's Authorized Official

March 22, 2023

Date

### 18. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

### 19. Copyright and Data Rights- Not applicable

The Contractor grants to the CITY OF COCOA a paid-up, royalty free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF COCOA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography,

pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF COCOA first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF COCOA.

me Hell

Authorized Signature

March 22, 2023 Date

Lance R. Littrell, P.E., Vice President

Name of Respondent

Vice President

Title

### Flow down of Terms and Conditions from the Federal Regulations and/or Grant Agreement

<u>Subcontracts</u>: If the Bidder subcontracts any portion of the work under this Agreement, a copy of the signed subcontract must be available to the City of Cocoa for review and approval. The bidder agrees to include in the subcontract that:

- A. The subcontractor is bound by the terms of this Agreement;
- B. The subcontractor is bound by all applicable state and federal laws and regulations; and
- C. The subcontractor shall hold the City of Cocoa, grant recipient and granting agency harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

### **Grant Conditions and Federal Provisions**

On behalf of the Bidder, I acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s).

By the signature(s) below, I/we, the undersigned, as authorized signatory to commit the firm, certify that the information as provided in the FEMA RIDER, acknowledge, and agree to perform all of the specifications and grant requirements identified in this solicitation document(s) and subsequent awarded Agreement as a result of this solicitation process should I be the successful Respondant.

Respondant/Contractor\_Name: Lance R. Littrell, P.E., Vice President

Telephone_Number: <u>407-</u>	412-7544	E-mail Address:	Lance.Littrell@kim	ley-horn.com
FEIN:	DUNS: V8PKG	G6NLKV6 CAGE Code: _	OBPMF	As issued through <u>www.sam.gov</u>
Lame Hell			March 22, 2023	
Authorized Signature			Date	
Lance R. Littrell, P.E.				
Name of Respondent				
Vice President				

Title

<sup>\*</sup>On April 4, 2022, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Identity ID Identification 9UEI) number that can be found in SAM.gov. We listed our UEI number above.

### **BUSINESS REFERENCE LIST**

The firm shall provide a minimum of three (3) business related references for which they are currently providing, or have provided within the last ten (10) years, engineering services similar to the scope of services required by this RFQ.

Company Name Town of Oakland						
Contact Name and Title Mike Parker, Public Works Director						
Address 230 N. Tubb Street, P.O Box 98, Oakland FL 34760						
Phone Number _ 407.656.1117 Ext: 2302						
Duration of Contract or business relationship January 2020 - On-going Hull Avenue Septic to Sewer Conversion: Under an on-call contract, provided design services of						
septic to sewer conversion along Hull Ave.						

2. Company Name\_City of Cape Canaveral Contact Name and Title\_Jeff Ratliff, Capital Projects Director Address 601 Thurm Blvd., Cape Canaveral, FL 32915 Phone Number 321.868.1220 Ext: 221 Duration of Contract or business relationship\_May 2019 - On-going Cape Canaveral Headworks and Filter Improvements: design, structural design, permitting bidding and award, and construction phase services.

3. Name City of Port Orange

Contact Name and Title Junos Reed, Engineering and Construction Manager Address 1000 City Center Cir, Port Orange, FL

Phone Number 386.506.5574

Duration of Contract or business relationship April 2019 - On-going

Hydraulic Modeling: services included hydraulic modeling of the water distribution system and training of City staff.

# Kimley *Whorn*

March 22, 2023

Brian Dale

Purchasing Manager Purchasing & Contracts Division 65 Stone St., Cocoa, FL 32922

**RE: Standard Terms and Conditions/Special Modification Requests** 

To Whom it May Concern:

The indemnification language in Section 3 on page 8 of 70 is in violation of Florida Statute 725.08 by requiring a defense, and we believe it is void and unenforceable. We request that you modify this language to make it compliant to FL Statutes and delete the requirement to "defend".

Additionally, the indemnity provision refers to both Consultant and Engineer. We request the City only refers to one or the other.

Regards,

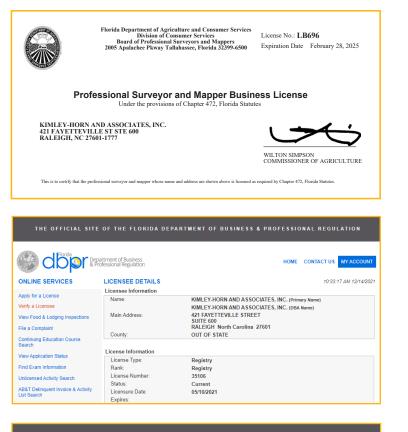
Jamed Hell

Lance R. Littrell, P.E., Vice President

321-430-1138

*City of Cocoa* Engineering Services For Design, Permitting, and Services **During Construction of Utility Conveyance Systems Upgrades and Expansion** RFQ No. Q-23-12-COC

### Kimley-Horn and Associates, Inc.



THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION								
MV ACCOU								
ONLINE SERVICES	LICENSEE DETAILS	8:46:59 AM 4/25/202						
Aught day of Language	Licensee Information							
Apply for a License	Name:	MINGONET, MILTON SCOTT (Primary Name)						
Verify a Licensee		KIMLEY-HORN AND ASSOCIATES INC (DBA Name)						
View Food & Lodging Inspections	Main Address: 189 SOUTH ORANGE AVENUE SUITE 1000							
File a Complaint		ORLANDO Florida 32801						
Continuing Education Course Search	County:	ORANGE						
Manu Analization Otatus	License Information							
View Application Status	License Type:	Registered Landscape Architect						
Find Exam Information	Rank:	Landscape Arc						
Unlicensed Activity Search	License Number:	LA0001428						
1	Status:	Current,Active						
AB&T Delinquent Invoice & Activity List Search	Licensure Date:	10/14/1991						
List Search	Expires:	11/30/2023						



City of Cocoa Engineering Services For Design, Permitting, and Services

During Construction of Utility Conveyance Systems Upgrades and Expansion RFQ No. Q-23-12-COC

### **L&S Diversified**

	Florida Department of Agriculture and Consumer Services Division of Consumer Services Board of Professional Surveyors and Mappers 2005 Apalachee Pkway Tallahassee, Florida 32399-6500	License No.: <b>LB7829</b> Expiration Date February 28, 2025			
Pr	ofessional Surveyor and Mapper Busin Under the provisions of Chapter 472, Florida Statut				
	FIED, LLC AD 436 STE 117 Y, FL 32707-4969				
		WILTON SIMPSON COMMISSIONER OF AGRICULTURE			
This is to certify that the	e professional surveyor and mapper whose name and address are shown above is licensed as	required by Chapter 472, Florida Statutes.			

### **Bailey Engineering Consultants**

ONLINE SERVICES	LICENSEE DETAI	LS 10:11:37 AM 3/6/2023				
	Licensee Information	n				
pply for a License	Name:	BAILEY ENGINEERING CONSULTANTS,				
erify a Licensee	Main Address:	INC. (Primary Name) 10620 GRIFFIN ROAD				
iew Food & Lodging Inspections	Main Address.	SUITE 202				
ile a Complaint	0t	COOPER CITY Florida 33328				
ontinuing Education Course	County:	BROWARD				
earch	License Information					
iew Application Status	License Type:	Engineering Business Registry				
ind Exam Information	Rank:	Registry				
Inlicensed Activity Search	License Number:	6783				
	Status:	Current				
B&T Delinquent Invoice & Activity ist Search	Licensure Date: Expires:	12/16/1993				
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	Alternate Names					
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2004 Disis Stees Deed Telleberge	El 22200 y Empili Customer (	Contact Center :: Customer Contact Center: 850.487.1395				
2001 Bian otone Road, Tallallassee	Colors Email: Customer C	onact center customer contact center. 050.407.1555				

City of Cocoa Engineering Services For Design, Permitting, and Services During Construction of Utility Conveyance Systems Upgrades and Expansion RFQ No. Q-23-12-COC

### NADIC



I certify from the records of this office that NADIC ENGINEERING SERVICES INCORPORATED is a corporation organized under the laws of the State of Florida, filed on August 28, 2001.

The document number of this corporation is P01000085332.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 18, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighteenth day of January, 2023

Secretary of State

Tracking Number: 0386136110CC To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed. https://services.sunbiz.org/Filings/CertificateOIStatus/CertificateAuthentication

### The Merchant Strategy



Kimley **»Horn** 

	Client#: 25320 KIMLHORN									
	ACORD. CERT	IFI	CA	TE OF LIABI	LIT	Y INSU	JRANO	CE		M/DD/YYYY) <b>/2022</b>
C B R IM	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).									
-	PRODUCER					CT Jerry No	. ,			
Greyling Ins. Brokerage/EPIC					PHONE (A/C, No, Ext): 770-220-7699 (A/C, No):					
3780 Mansell Road, Suite 370 Alpharetta, GA 30022			E-MAIL ADDRESS: jerry.noyola@greyling.com							
Aib	maretta, GA 30022			-				FORDING COVERAGE		NAIC #
INSL	RED					RA: National		s. Co. ce Company (U.S.)		19445 19489
	Kimley-Horn and Associat	es, I	nc.			R B : Amed Wo				23841
	421 Fayetteville Street, Su	ite 6	00			R D : Lloyds of		••		085202
	Raleigh, NC 27601				INSURE					
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				NUMBER: 22-23				REVISION NUMBER:		
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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIM	ITS	
Α	X COMMERCIAL GENERAL LIABILITY			GL5268169				EACH OCCURRENCE	\$1,00	0,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ <b>500</b> ,	,000
	X Contractual Liab							MED EXP (Any one person)		
								PERSONAL & ADV INJURY		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE		0,000
	POLICY X JECT X LOC							PRODUCTS - COMP/OP AGO	\$ \$ <b>2,00</b>	0,000
Α	OTHER: AUTOMOBILE LIABILITY			CA4489663		04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident)		0.000
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									\$	
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	X EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$10,0	00,000
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C C	AND EMPLOYERS' LIABILITY			WC015893685 (AOS) WC015893686 (CA)				STATUTE     ER     E.L. EACH ACCIDENT		0,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N / A		WC013035000 (CA)		04/01/2022	04/01/2023	E.L. DISEASE - EA EMPLOYE		,
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMI		
D	Professional Liab			B0146LDUSA2204949	)	04/01/2022	04/01/2023			,
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DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC		ACOPT	) 101 Additional Pomarka Sabada	Ila mari	he attached if me	re snace is recu	ired)		
	brella Follows Form with respect							nouj		
CERTIFICATE HOLDER C.					CANCELLATION					
Sample Certificate				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
				AUTHORIZED REPRESENTATIVE						

DAN. Collinge

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City of Cocoa Engineering Services For Design, Permitting, and Services During Construction of Utility Conveyance Systems Upgrades and Expansion RFQ No. Q-23-12-COC

### **MBE/WBE/SBE Certifications**

L&S Diversified



### NADIC



IW0C37007.2023