



City of Mount Dora
510 North Baker Street
Mount Dora, Florida 32757
352-735-7126

Mount Dora City Council
Mount Dora City Hall Board Room
510 North Baker Street, Mount Dora, Florida 32757
November 4, 2024, 6:00 PM

AGENDA

CALL TO ORDER

MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATIONS

1. Recognition of Service-Nancy Howell and Gary McKechnie
2. Mount Dora Fun Fact

PUBLIC COMMENT

APPROVAL OF AGENDA

CONSENT AGENDA

1. Request Approval of Agreement with Halff Associates, Inc. for Engineering Services to Produce the Vision Zero Safety Action Plan to meet Mount Dora's Safe Streets and Roads for All (SS4A) Grant Requirement 3
2. Request Ratification of the First, Second and Third Extensions of Resolution 2024-40, Local State of Emergency Related to Hurricane Milton 259
3. Request Approval of Rankings and Authorization to Negotiate - RFP 24-CM-017 - State of Florida Lobbying Services 271
4. Approval of Meeting Minutes 281

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORT

COMMUNICATIONS AND REPORTS

1. Councilmember Dennis Dawson
2. Councilmember Nate Walker
3. Councilmember Doug Bryant
4. Councilmember John Cataldo
5. Councilmember Cal Rolfson
6. Vice-mayor Marc Crail
7. Mayor Crissy Stile

FUTURE MEETING DATES

1. Tuesday, November 19, 2024, 6:00 p.m., Regular Session
2. Tuesday, December 3, 2024, 6:00 p.m., Regular Session
3. Tuesday, December 17, 2024, 6:00 p.m., Regular Session
4. Tuesday, January 7, 2025, 6:00 p.m., Regular Session

ADJOURNMENT

PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE AT THIS MEETING WITH RESPECT TO ANY MATTER CONSIDERED AT ANY MEETING OR HEARING, SUCH PERSON MAY NEED A RECORD OF THESE PROCEEDINGS FOR SUCH PURPOSE, A PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. VERBATIM RECORD WILL NOT BE PROVIDED BY THE CITY OF MOUNT DORA.

NOTICE:

A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK AT LEAST 48 HOURS PRIOR TO THE PROCEEDINGS. TELEPHONE (352) 735-7126 FOR ASSISTANCE. IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE NUMBERS, (800) 955-8771 (TDD) OR (800) 955-8770 (VOICE) FOR ASSISTANCE.



510 N. Baker St.
Mount Dora, FL 32757
352-735-7126

DATE: November 4, 2024

TO: Honorable Mayor and City Council Members

FROM: Vince Sandersfeld, City Manager

SUBJECT: Request Approval of Agreement with Halff Associates, Inc. for Engineering Services to Produce the Vision Zero Safety Action Plan to meet Mount Dora's Safe Streets and Roads for All (SS4A) Grant Requirement

Introduction:

This is a request for the Council to approve an agreement with Halff Associates, Inc. for engineering services needed to produce the Vision Zero Safety Action Plan required as part of Mount Dora's Safe Streets and Roads for All (SS4A) grant from the federal government.

Discussion:

The City of Mount Dora was awarded a grant in the amount of \$160,000.00, an 80% cost share to produce a transportation safety Action Plan at a cost of \$200,000.00. Transportation safety projects identified in the Action Plan can qualify for 80% matching grants for implementation and construction after the federal government approves the Action Plan.

On April 22, 2024, RFQ #24-PW-015 was issued to solicit engineering services to produce the Action Plan and resulted in receipt of three (3) timely proposals.

The Evaluation Committee met on August 9, 2024, to discuss and score all three proposals received under this request for qualifications (RFQ). The discussion was detailed, and the scoring was consistent. Based on the Committee scores, the proposals were ranked from highest to lowest.

- #1 – Halff Associates, Inc.
- #2 – Vanasse Hangen Bristlin, Inc.
- #3 – Forsite Group

The Evaluation Committee unanimously voted to recommend that the Council award the contract to Halff Associates, Inc, the top ranked firm.

Budget Impact:

Approval of the agreement by itself does not result in any cost to the City. The Action Plan is already budgeted this fiscal year in the amount of \$200,000.00 under GL#001-1520-541.31-01 from the Roads and Streets Professional Services account.

Strategic Impact:

- GOAL 2: Infrastructure / Public Safety
- Objective 2.2. Enhance pedestrian safety, crosswalk & traffic-calming solutions
- 3.1. Identify and seek funding sources
- 3.1.1. Pursue federal, state, and local grants to fund city department technology, studies, and projects

Recommendation:

Council to approve an agreement with Halff Associates, Inc. for engineering services needed to produce the Vision Zero Safety Action Plan.

Attachment(s):

1. Halff Associates - RFQ24-PW-015 (FINAL 2024.10.29) with exs

Prepared by: Jeanann Hand, City Clerk

Reviewed by: GEORGE MAREK, Public Works Director
Whitney Donovan, Purchasing Coordinator
Matthew Dodson, Budget Officer
City Attorney, City Attorney
Jeanann Hand, City Clerk
Vince Sandersfeld, City Manager

Approved - 10/29/2024
Approved - 10/29/2024
Approved - 10/29/2024
Approved - 10/29/2024
Approved - 10/29/2024
Final Approval -
10/29/2024

PROFESSIONAL CONSULTING SERVICES CONTRACT

BETWEEN

CITY OF MOUNT DORA, FLORIDA

AND

HALFF ASSOCIATES, INC.

TERM: Through August 31, 2025

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**PROFESSIONAL CONSULTING CONTRACT
FOR ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A**

THIS AGREEMENT is made by and between the **CITY OF MOUNT DORA**, a Florida municipal corporation, with its principal address at 510 N. Baker St., Mount Dora, Florida 32757 (the “CITY”), and **HALFF ASSOCIATES, INC.**, whose local address is 902 N. Sinclair Ave., Tavares, Florida 32778 (the “FIRM”).

W I T N E S S E T H :

WHEREAS, Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law”) authorized \$5 billion in appropriated funds over FY 2022-2026, for the Safe Streets and Roads for All (SS4A) Grant Program to improve roadway safety by significantly reducing or eliminating roadway fatalities through safety action plan development and implementation; and

WHEREAS, on September 25, 2023, the U.S. Department of Transportation’s Federal Highway Administration and the CITY executed the Safe Streets and Roads for All Grant Agreement (the “Grant Agreement”), a fully executed copy of which is attached hereto as **Exhibit “E”**, for the development of a new comprehensive Safety Action Plan; and

WHEREAS, the CITY has determined that there is a need for traffic engineering consultant services to facilitate the development of the Safety Action Plan in compliance with the required SS4A Grant Program criteria, including the Action Plan Grant and Notice of Funding Opportunity (NOFO) Assistance Listing #20.939; and

WHEREAS, § 287.055, *Florida Statutes*, also known as the Consultants’ Competitive Negotiation Act (the “CCNA”), governs the acquisition of certain professional services by state and local governmental agencies in Florida; and

WHEREAS, on July 1, 2024, the CITY issued RFQ #24-PW-015 (the “RFQ”), attached hereto as **Exhibit “A”** and incorporated herein by reference, seeking qualified firms to provide the required professional services, incorporating all required federal terms and the Grant Agreement; and

WHEREAS, the FIRM’s submitted response, attached hereto as **Exhibit “B”** and incorporated herein by reference, was evaluated and determined by the CITY to be one of the most advantageous, based on qualifications, experience, and ability to perform the required services; and

WHEREAS, on October 15, 2024, the CITY selected the FIRM to perform the professional services hereunder, and the parties thereafter entered into competitive negotiations; and

WHEREAS, the CITY desires to engage the FIRM to provide the necessary professional services for the scope of services defined in the RFQ, and the FIRM is willing to provide such services under the terms and conditions set forth herein; and

WHEREAS, the CITY and the FIRM agree that this contract (the “Contract”) provides for the scope of services contemplated in the RFQ (Tasks 1-10), and governs any additional services consistent with the purpose thereof; and

WHEREAS, the CITY will issue a Purchase Order and Notice to Proceed (collectively, the “Notice to Proceed”) for the scope of services and may issue additional Notices to Proceed consistent with Tasks 1-10 in the RFQ or in furtherance thereof; and

WHEREAS, as this Contract is also governed by the terms and conditions of the underlying Grant Agreement, it also includes and incorporates a number of federal regulations and federal codes, all of which were included in the CITY’s solicitation, the FIRM’s response, and are fully incorporated into the terms of this Contract; and

WHEREAS, the CITY has complied with the requirements of the CCNA, applicable federal procurement regulations, and the Grant Agreement by publicly announcing the RFQ, including and incorporating all required federal terms and regulations, evaluating the responses received, and competitively selecting the FIRM based on qualifications, experience, and ability to perform the required services.

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

SECTION 1. RECITALS

- 1.1 The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. PURCHASE ORDER/NOTICE TO PROCEED; SCOPE OF SERVICES

- 2.1 The CITY engages the FIRM to perform traffic engineering consultant services, including the ten (10) tasks set forth in the RFQ (**Exhibit “A”**), and any additional tasks consistent with the purpose of the RFQ or in furtherance of the Grant Agreement (**Exhibit “E”**).
- 2.2 The CITY will issue a Purchase Order and a Notice to Proceed (collectively, the “Notice to Proceed”) to commence work and may issue additional Purchase Orders and Notices to Proceed from time to time at its sole discretion. Such additional services shall be consistent with the scope of services as described herein, including the ten (10) tasks set forth in the RFQ (**Exhibit “A”**), and for furthering the purposes of the Grant Agreement (**Exhibit “E”**). The FIRM shall perform any and all project services in a timely, efficient, and cost-effective manner and in accordance with the generally accepted standards of its profession.

- 2.3 The FIRM shall commence the performance of professional services within three (3) business days upon the issuance of a Notice to Proceed. Time is of the essence with respect to this Contract and any additional Notices to Proceed that may be issued.
- 2.4 The FIRM shall submit to the CITY all final deliverables within the RFQ and as noted in Notice to Proceed.

SECTION 3. TERM; TERMINATION; SUSPENSION

- 3.1 *Term.* This Contract and all services contemplated hereunder shall be completed no later than August 31, 2025.
 - 3.1.1 *Milestones:* As set forth in the RFQ, the following milestones are anticipated: February 28, 2025 – Planned Draft Action Plan Completion Date; April 30, 2025, Planned Action Plan Completion Date; and June 30, 2025 – Planned Action Plan Adoption Date.
- 3.2 *Termination For Convenience.* The CITY reserves the right to terminate this Contract at any time, for convenience, upon thirty (30) days’ written notice to the FIRM. Upon receipt of such termination notice, the FIRM shall immediately cease work. If the CITY terminates the Contract for reasons not attributable to the FIRM, the CITY shall compensate the FIRM for work completed to the CITY’s satisfaction, up to the date of the termination notice. Such compensation shall be limited to the FIRM’s reasonable, documented costs incurred during the performance of the Contract. The CITY shall not be obligated to pay any profit for services that have not been rendered.
- 3.3 *Termination For Cause.*
 - 3.3.1 This Contract may be terminated by the CITY immediately for cause if the FIRM is found to have failed to perform in a manner satisfactory to the City. In the event of the termination of this Contract, any liability of one party to the other arising out of any services rendered, or any act or event occurring prior to the termination, shall not be terminated or released.
 - 3.3.2 If the FIRM abandons this Contract or the CITY terminates the Contract for cause, the FIRM shall indemnify the CITY for any losses incurred as a result of such termination. This indemnification obligation is in addition to, and shall not limit, the general indemnification provisions set forth in this Contract. In the event the CITY terminates this Contract for cause, and a court of competent jurisdiction subsequently determines that such termination was without cause, the termination shall be deemed a termination for convenience pursuant to the terms of this Contract.
 - 3.3.3 In addition to any other termination provisions that may be provided in this Contract, the CITY may terminate this Contract, in whole or in part, if the FIRM makes a willfully false invoice or substantially fails to perform any obligation under this Contract and does not remedy the failure within thirty (30) calendar days after receiving written notice from the CITY to do so,

unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the FIRM shall have such time as is reasonably necessary to remedy the failure, provided the FIRM promptly takes and diligently pursues such actions as are necessary therefor. The FIRM may terminate this Contract if the CITY substantially fails to perform any obligation under this Contract, and does not remedy the failure within thirty (30) calendar days after receipt by the CITY of written notice from the FIRM to do so, unless, however, the nature of the failure is such that it cannot, in the exercise of reasonable diligence, be remedied within thirty (30) calendar days, in which case the CITY shall have such time as is reasonably necessary to remedy the failure, provided it promptly takes and diligently pursues such actions as are necessary therefor.

- 3.4 *Assignment Upon Termination.* In the event of termination of this Contract or associated Notice to Proceed by the CITY prior to the FIRM's satisfactory completion of all the services specified herein, the FIRM shall promptly furnish to the CITY, at no additional cost or expense, one copy of all work product which may have been produced up to and including the date of termination. Such work product includes, but is not limited to, data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, CD-ROM files, memoranda, and any and all other documents, instruments, information, and materials, in whole or in part, generated or prepared by the FIRM, or by any subconsultant of the FIRM, in rendering the services described herein. These materials, collectively referred to as the "Documents," shall become the sole property of the CITY. The CITY shall possess all rights associated with the Documents, regardless of their nature or relationship. The FIRM shall also require its subconsultants, if any, to agree in writing to be bound by the provisions of this subsection.
- 3.5 *Suspension of Performance.* The CITY reserves the right to suspend the FIRM's services under any Notice to Proceed. If the CITY suspends performance for reasons not attributable to the FIRM, the CITY shall compensate the FIRM for its reasonable and demonstrable costs incurred during the suspension period.

SECTION 4. ADDITIONAL SERVICES; CHANGES ORDERS

- 4.1 *Change Order Defined.* A "Change Order" shall mean a written document executed by the CITY and the FIRM authorizing and directing a modification to the scope of services or a duly executed Notice to Proceed, including the scope of services, price, time, or any combination thereof. A Notice to Proceed shall only be modified by an executed Change Order or the issuance of a new Notice to Proceed. Approval of any Change Order is conditioned on (1) such modification being essential to the FIRM's ability to complete the services within the Contract Time (2) and compliance with Federal and/or State grant requirements, including, but not limited to, whether the Change Order renders the professional services beyond the scope of this Contract.

- 4.2 *Effect of Executed Change Order.* A duly executed Change Order shall constitute conclusive evidence of the parties' mutual agreement to the specified changes to the Notice to Proceed. By executing the Change Order, the FIRM waives and forever releases any claim against the CITY for additional time or compensation related to or arising from the services included within or affected by the executed Change Order. The FIRM acknowledges and agrees that no claim for delay damages shall be asserted against the CITY, and hereby waives any right to pursue such claim.

SECTION 5. CITY'S RESPONSIBILITIES

- 5.1 The CITY shall assist the FIRM by providing the FIRM with available information that is pertinent to the Notice to Proceed, scope of services, or Grant, as may be requested in writing by the FIRM, and allow reasonable access to pertinent information relating to the services to be performed by the FIRM.
- 5.2 The CITY shall furnish to the FIRM, at the FIRM's written request, all available maps, plans, existing studies, reports, and other data in the CITY's possession that are pertinent to the services to be provided by the FIRM.
- 5.3 The CITY shall provide the FIRM access to CITY property as required for the FIRM to perform services under this Contract or any Notice to Proceed.

SECTION 6. FIRM'S RESPONSIBILITIES

- 6.1 Any and all drawings, studies, plans, specifications, or other construction or contract documents prepared by the FIRM shall be accurate, coordinated, and adequate for construction and shall comply with all applicable City of Mount Dora Codes, and local, State, and Federal laws, rules, and regulations. The FIRM acknowledges and agrees that said applicable federal laws, rules, and regulations were included in the RFQ and are expressly incorporated into the terms and conditions of this Contract.
- 6.2 The FIRM agrees to obtain and maintain throughout the period of this Contract all such licenses as are required to do business in the State of Florida, the City of Mount Dora, and Lake County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the FIRM pursuant to this Contract and any Notice to Proceed.
- 6.3 The FIRM shall perform any and all project services in a timely, efficient, and cost-effective manner and in accordance with the generally accepted standards of its profession; that it is adequately financed to meet any financial obligations it may be required to incur hereunder; and that the designs, plans, drawings, specifications or other work product of the FIRM shall not call for the use of nor infringe on any patent, trademark, service mark, copyright or proprietary interest claimed or held by any person or business entity absent prior written consent from CITY.
- 6.4 The FIRM shall exercise the same degree of care, skill, and diligence in the performance of the services under this Contract and the Notice to Proceed as is

ordinarily provided by a professional engineer, architect, landscape architect, surveyor, or mapper, as applicable, under similar circumstances. If at any time during the term of this Contract or the completion of any services provided by the FIRM hereunder, it is determined that the FIRM's documents are incorrect, defective, or fail to conform to the scope of services, whether by error or omission, the FIRM shall, upon written notification from the CITY, immediately correct the work, re-perform services that failed to satisfy the foregoing standard of care, and shall pay all costs and expenses associated with correcting said incorrect, defective, or nonconforming work, including any additional testing, inspections, and construction and reimbursements to the CITY for any other services and expenses made necessary thereby, save and except any costs and expenses which the CITY would have otherwise paid absent the FIRM's error or omission. The CITY's rights and remedies under this section are in addition to, and are cumulative of, any and all other rights and remedies provided by this Contract or any Notice to Proceed, in equity or otherwise.

- 6.5 The FIRM shall comply with all laws, ordinances, and local, State, and Federal rules, regulations, and orders, now or at any time during the term of the Contract, which are applicable to, or which affect, the work performed under this Contract, any Notice to Proceed, or any procedures of the FIRM for such work.
- 6.6 The FIRM's obligations under this Contract section shall survive termination of this Contract or any Notice to Proceed issued thereto.

SECTION 7. KEY EMPLOYEES

- 7.1 The FIRM agrees that, when services provided relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ and/or retain only qualified personnel.
- 7.2 Prior to the issuance of a Notice to Proceed, the FIRM shall identify Key Employees assigned to the project, including, but not limited to, a designated point of contact, and, as applicable, Principal-In-Charge, Project Manager(s), and/or Project Engineer(s).

SECTION 8. SUBCONSULTANTS

- 8.1 In the event the FIRM requires the services of any subconsultants or other professional associates in connection with services covered by this Contract which are different from the subconsultants listed in the FIRM's Response to the RFQ (**Exhibit "B"**), the FIRM must secure the prior written approval of the City Manager. No reimbursement shall be made to the FIRM for any subconsultants that have not been previously approved by the CITY for use by the FIRM.
- 8.2 The FIRM shall coordinate the services and work product of any subconsultants and remain fully responsible under the terms of this Contract. The FIRM shall be and remain responsible for the professional quality, technical accuracy, and the

coordination of all designs, drawings, specifications, and other services furnished by any subconsultants.

- 8.3 Any subconsultant shall be bound by the terms and conditions of this Contract and any Notice to Proceed. The FIRM shall require all subconsultants, as a condition of employment, to execute an agreement for professional subconsultant services that i) incorporates the elements of this Contract; ii) affords to the FIRM rights against the subconsultant which correspond to those rights afforded to the CITY against the FIRM herein, including, but not limited to, those rights of termination as set forth herein; and iii) requires the subconsultant to assume performance of the FIRM's duties commensurately with FIRM's duties to the CITY under this Contract, it being understood that nothing herein shall in any way relieve the FIRM from any of its duties under this Contract.
- 8.4 Each approved subconsultant performing work hereunder shall complete the Human Trafficking Affidavit and provide same to the CITY, the form of which is attached hereto as **Exhibit "D"** and can be obtained from the CITY.

SECTION 9. INDEPENDENT CONTRACTOR

- 9.1 The FIRM is an independent contractor under this Contract. Services provided by the FIRM shall be by employees of the FIRM and subject to supervision by the FIRM, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under this Contract or any Notice to Proceed shall be those of the FIRM.

SECTION 10. COMPENSATION

- 10.1 *Fee Schedule.* The estimated total fee for all services contemplated under this Contract is \$192,580.00. As set forth in Fee Schedule, attached hereto as **Exhibit "C"**, all estimated fees are divided between each of the ten (10) tasks in RFQ's scope of services. No hourly rate adjustments shall be effective unless and until the adjustments are approved in writing by the CITY as set forth herein.
- 10.2 *Invoices.* The CITY shall pay the FIRM for services rendered, as detailed in the FIRM's submitted invoice(s) and in accordance with the Fee Schedule and reimbursable expenses. Each invoice submitted under this Contract must include, as applicable, the billing period, the name of the individual generating the charge, the hourly rate applicable to that individual, a detailed description of the actual work performed, the number of hours worked for each task as set forth in the RFQ (**Exhibit "A"**), and any other information required by the CITY. Invoices that do not include all required information may be returned for correction and resubmission. Invoices for each task, as set forth in the RFQ, shall not exceed amounts allocated to task for this project. Invoices shall reflect ten percent (10%) retainage by the CITY of fees due for which milestones have not yet been achieved, if applicable. Charges for reimbursable expenses and subconsultant services shall be without surcharge.

- 10.3 *Billing Address.* All invoices shall be submitted to the appropriate agency: City of Mount Dora; Attn: Accounts Payable, 510 N. Baker St., Mount Dora, FL 32757.
- 10.4 *Payment.* The CITY shall pay the FIRM in accordance with the Local Government Prompt Payment Act (§ 218.70 *et seq.*, *Florida Statutes*).
- 10.5 *Disputed Invoices.* The CITY's objection to the payment amount shall be accompanied by the CITY's remittance of any undisputed portion of the payment. If the objection is resolved in favor of the FIRM, then the CITY shall pay the FIRM the amount so determined, minus any compensation amount previously paid to the FIRM with respect to the objection. If it is determined that the CITY has overpaid the FIRM, then the FIRM shall, within thirty (30) calendar days, refund to the CITY the overpayment amount.
- 10.6 *Final Payment.* The acceptance by the FIRM, its successors, or assigns, of any final payment due upon the termination of this Contract or Notice to Proceed, shall constitute a full and complete release of the CITY from any and all claims or demands regarding further compensation for authorized services rendered prior to such final payment that the FIRM, its successors, or assigns, have or may have against the CITY under the provisions of this Contract, unless otherwise previously and properly filed pursuant to the provisions of this Contract or in a court of competent jurisdiction. The CITY's acceptance of the FIRM's final invoice and any payment made in connection therewith shall not constitute a waiver of any rights or causes of action the CITY may have arising out of the FIRM's performance of services under this Contract. The CITY expressly reserves the right to pursue any claims or remedies available under this Contract or applicable law, notwithstanding the acceptance of the final invoice or payment.

SECTION 11. NOTICES

- 11.1 The parties hereto agree that all notices required and/or made pursuant to this Contract shall be in writing and shall be delivered in person or by United States certified mail, postage prepaid and return receipt requested, to the following addresses:

CITY:

City of Mount Dora
Attn: City Manager
510 N. Baker St.
Mount Dora, FL 32757

FIRM:

Halff Associates, Inc.
Attn: Robert Erm
902 N. Sinclair Ave.
Tavares, FL 32778

- 11.2 For communications pertaining to the day-to-day project conduct, representatives for applicable parties shall be identified by the parties. A party may change its address or representative of record by written notice to the other parties.

SECTION 12. RECORDS/AUDITS

- 12.1 Throughout the term of this Contract, the FIRM shall maintain, and require subconsultants to maintain, complete and correct records, books, documents, papers, and accounts of all activities related to this Contract and any Notice to Proceed issued thereunder (the "Records"). Such Records shall be available at all reasonable times for examination and audit by the CITY, or any authorized CITY representative, upon reasonable notice and shall be maintained for the longer of i) five (5) years following final payment; ii) five (5) years following termination of the Contract or any Notice to Proceed; or iii) the conclusion of all audits and litigation (including all appeals) related to this Contract or any services contemplated by the RFQ or Grant.
- 12.2 Incomplete or incorrect entries in any Records shall be grounds for disallowance by or reimbursement to the CITY of any fees or expenses based upon such entries. Disallowed fees will be paid when incomplete or incorrect entries are remedied to the satisfaction of the CITY.
- 12.3 The FIRM's refusal to comply with the provisions of this section shall be grounds for termination for cause of this Contract or any Notice to Proceed by the CITY.

SECTION 13. PUBLIC RECORDS

- 13.1 Pursuant to § 119.0701, *Florida Statutes*, the FIRM agrees to:
- 13.1.1 Keep and maintain public records in the FIRM's possession or control in connection with the FIRM's performance of services under this Contract.
- 13.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by Chapter 119, *Florida Statutes*, or as otherwise provided by law.
- 13.1.3 Ensure that any public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Contract term, and following completion of this Contract until the records are transferred to the CITY.
- 13.1.4 Upon the termination or natural expiration of this Contract, either transfer, at no cost to the CITY, all public records in the FIRM's possession or keep and maintain the public records in accordance with all applicable requirements for retaining public records. In the event of transfer, the FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- 13.1.5 All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the CITY's information technology systems.

13.1.6 IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS:

**JEANANN HAND
510 N. BAKER STREET
MOUNT DORA, FLORIDA 32757
CLERK@MOUNTDORA.GOV
(352) 735-7126**

- 13.2 Unless otherwise provided by law, any and all records, including, but not limited to, reports, surveys, and other data and documents provided or created in connection with this Contract are and shall remain the property of the CITY.
- 13.3 Any compensation due to the FIRM shall be withheld until all applicable records are received as provided herein. The FIRM's refusal to comply with the provisions of this section shall be grounds for immediate termination for cause of this Contract or any Notice to Proceed by the CITY.

SECTION 14. OWNERSHIP OF DOCUMENTS/DELIVERABLES

- 14.1 All finished or unfinished documents, including, but not limited to, detailed reports, studies, plans, drawings, surveys, maps, ideas, concepts, designs, sketches, models, photographs, specifications, digital files, and all other data or tangible work product prepared for the CITY or furnished by the FIRM or any its subconsultants pursuant to this Contract and any Notice to Proceed (hereinafter "Work Product") shall become sole property of the CITY upon creation or delivery, regardless of whether the project for which they were created is completed. All Work Product shall be provided to the CITY in both hard copy and electronic formats. The FIRM shall deliver all Work Product to the CITY upon each project completion, unless provided otherwise by the CITY, in its sole discretion. If the CITY terminates this Contract or any Notice to Proceed, the FIRM shall deliver all Work Product to the CITY within five (5) calendar days of receiving written notice requesting delivery. In no event shall the FIRM use or permit the use of any Work Product without the CITY's prior written authorization.
- 14.2 All final plans and documents prepared by the FIRM shall bear the endorsement and seal of a person duly registered Professional, as appropriate, in the State of Florida and date approved and/or sealed.
- 14.3 All subcontracts entered into by the FIRM for the preparation of reports, studies, plans, drawings, specifications, digital files, or other data pursuant this Contract shall contain provisions requiring that all such documents and rights obtained by virtue of such subcontracts shall become the property of the CITY.

- 14.4 The CITY acknowledges that the Work Product described herein is not intended for use in connection with any project or purpose other than the project and purpose for which the materials are prepared. Any use by the CITY of such materials in connection with a project or purpose other than that for which such materials were prepared, without the prior written consent of the FIRM, shall be at the CITY's sole risk, and the FIRM shall have no responsibility or liability related thereto.

SECTION 15. INDEMNITY

- 15.1 The FIRM shall at all times hereafter indemnify and hold harmless, the CITY and its officials and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the FIRM, and/or its employees or any other person utilized by the FIRM in the performance of this Contract.
- 15.2 Nothing herein shall be interpreted to constitute a waiver of sovereign immunity of the CITY, as set forth in § 768.28, *Florida Statutes*. The CITY's liability hereunder, whether arising under statute, common law, tort or contract, shall be limited to Two Hundred Thousand Dollars (\$200,000.00) for any single claim and Three Hundred Thousand Dollars (\$300,000.00) for aggregate claims. The provisions and obligations of this section SHALL NOT be limited by any required insurance coverage amounts and shall survive the termination or natural expiration this Contract.

SECTION 16. INSURANCE

- 16.1 The FIRM and its subconsultants of all tiers shall, at their sole cost and expense, procure and maintain throughout the term of this Contract and any Notice to Proceed insurance coverages with limits not less than those set forth in the RFQ, with insurers and under forms of policies satisfactory to the CITY. It shall be the responsibility of the FIRM to maintain the required insurance coverage and to ensure that subconsultants maintain required insurance coverages at all times. The FIRM's failure to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation. The requirements specified herein as to types, limits, and the CITY's approval of insurance coverage to be maintained by the FIRM and its subconsultants are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the FIRM and its subconsultants under a contract. The FIRM acknowledges and agrees the insurance coverages procured by FIRM pursuant to this Contract shall be considered primary insurance over and above any other insurance or self-insurance available to the CITY, and that, notwithstanding any conflicting provision in the FIRM's policies to the contrary, any other insurance or self-insurance available to the CITY shall be considered secondary to, or in excess of, the insurance coverages procured by FIRM as required herein. Failure of the FIRM or its subconsultants to maintain insurance as specified herein or to otherwise comply with the provisions of this section shall be grounds for termination of this Contract.
- 16.2 Prior to commencing work, and as a condition precedent to the commencement of work by the FIRM and any subconsultants, the FIRM and subconsultants shall furnish

the CITY with certificates of insurance as evidence that policies providing the required coverage and limits of insurance are in full force and effect. The certificates shall provide that any company issuing an insurance policy for the work under a contract shall provide not less than thirty (30) days advance notice in writing to the CITY prior to cancellation, termination, or material change of any policy. In addition, the FIRM shall immediately provide written notice to the CITY upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy.

- 16.3 The CITY shall be listed as an Additional Insured by specific endorsement to the FIRM's policy. Proof of insurance with the Additional Insured endorsement shall be provided to the CITY prior to issuance of a Notice to Proceed.

SECTION 17. NO CONTINGENT FEE; CONFLICT OF INTEREST

- 17.1 The FIRM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the FIRM, to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the FIRM, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. For a breach or violation of this section, the CITY shall have the right to terminate this Contract without liability and, at the CITY's discretion, deduct from the Contract price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.
- 17.2 The FIRM expressly represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with its performance of services as contemplated herein. The FIRM further represents that no person having any such interest shall be employed to perform the services.

SECTION 18. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)

- 18.1 In accordance with § 448.095, *Florida Statutes*, the CITY requires all contractors and subcontractors doing business with the CITY to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The FIRM shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide proof of enrollment in E-Verify. By entering into this Contract, the FIRM represents and warrants that it has registered with and uses the E-Verify System to verify the work authorization status of all newly hired employees and shall continue to do so throughout the term of this Contract.
- 18.2 The FIRM further agrees to obtain from any subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien, in accordance with § 448.095, *Florida Statutes*, as may be amended.

SECTION 19. **TRUTH-IN-NEGOTIATION**

- 19.1 Execution of this Contract by the FIRM shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting. The FIRM acknowledges and agrees that any price or Change Order price shall be adjusted to exclude any significant sums by which the CITY determines that the price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs.

SECTION 20. **NON-COLLUSION**

- 20.1 Execution of this Contract by the FIRM shall act as the execution of a non-collusion certificate stating that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in unfair advantage for one or more Firms over other Firms. Conviction for the commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal, or other act incident to doing business with CITY may result in permanent debarment. No premiums, rebates, or gratuities are permitted, either with, prior to, or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the Firm list(s), and/or debarment or suspension from doing business with the CITY.

SECTION 21. **DRUG-FREE WORKPLACE**

- 21.1 The FIRM hereby certifies that it complies with Florida's Drug-Free Workplace Program as outlined in § 287.087, *Florida Statutes*. The FIRM agrees to maintain a drug-free workplace throughout the term of this Contract and will provide evidence of such compliance upon request by the CITY.

SECTION 22. **SCRUTINIZED COMPANIES**

- 22.1 § 215.473, *Florida Statutes*, defines a company to include "all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit."
- 22.2 The FIRM certifies that it, its subconsultants, and those related entities of the FIRM, as defined above, are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. In addition, the FIRM certifies that it, its subconsultants, and those related entities of the FIRM, as defined above, are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and are not engaged in business operations in Cuba or Syria. The CITY may immediately terminate this Contract if the FIRM or its subconsultants are found to have submitted a false certification; or if any of the following occur with respect to the FIRM, its subconsultants, or a related entity: i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; or ii) if this Contract ever exceeds one million dollars, it has been placed on the Scrutinized Companies with

Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

SECTION 23. PUBLIC ENTITY CRIME

- 23.1 Any person or affiliate, as defined in § 287.133, *Florida Statutes*, shall not be allowed to contract with the CITY, nor be allowed to enter into a subcontract for work on this Contract, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Contract was advertised for proposals, or if such person or affiliate was listed on the State's convicted vendor list within three (3) years of the date this Contract was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state, or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Contract with the CITY obtained in violation of this section shall be subject to immediate termination for cause upon notice by the CITY to the FIRM. A subconsultant who obtains a subcontract in violation of this section shall be removed from the project and promptly replaced by a subconsultant acceptable to the City.

SECTION 24. HUMAN TRAFFICKING AFFIDAVIT

- 24.1 The FIRM hereby represents, warrants, and certifies that FIRM does not use coercion for labor or services as defined in § 787.06, *Florida Statutes*, and that FIRM has provided to the CITY the Human Trafficking Affidavit, attached hereto as **Exhibit "D"** and incorporated herein by reference.

SECTION 25. NON-DISCRIMINATION; FEDERAL WAGES

- 25.1 The FIRM, for itself, its delegates, successors-in-interest, and its assigns, and as a part of the consideration hereof, does hereby covenant and agree that i) in the furnishing of services to the CITY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to this Contract on the grounds of such person's race, color, national origin, religion, sex, age, disability, sexual orientation, or marital status; and ii) the FIRM shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines, and they may be amended from time to time. In the event of a breach of any of the nondiscrimination covenants described in this section, the CITY shall have the right to terminate this Contract for cause.
- 25.2 As this project involves federal and grant funding that requires specific wage and non-discrimination provisions, the FIRM shall be required to comply with all such federal requirements, which were expressly incorporated into the RFQ (**Exhibit "A"**) and fully adopted herein.

SECTION 26. **DISPUTE RESOLUTION; VENUE; WAIVER OF JURY TRIAL**

26.1 In the event of any dispute, claim, or controversy arising out of or relating to this Contract or any Notice to Proceed, the parties agree to first attempt to resolve the matter through good faith negotiations. Any party may initiate the negotiation process by providing written notice to the other party, outlining the nature of the dispute. The parties shall use their best efforts to resolve the dispute within thirty (30) days of such notice. If these efforts are unsuccessful, the matter shall be submitted to a court of appropriate jurisdiction within Lake County, Florida. Said parties hereby consent to the jurisdiction of such court and **EXPRESSLY WAIVE THE RIGHT TO A JURY TRIAL.**

SECTION 27. **GOVERNING LAW; SEVERABILITY**

27.1 Notwithstanding any conflict of laws, this Contract and any Notice to Proceed issued pursuant to this Contract shall be construed in accordance with and governed by the laws of the State of Florida. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provisions of this Contract, which shall remain in full force and effect. To that extent, this Contract is deemed severable.

SECTION 28. **ASSIGNMENT**

28.1 This Contract and/or any Notice to Proceed shall not be assigned, transferred, or otherwise encumbered by the FIRM without the prior written consent of the CITY.

SECTION 29. **AMENDMENTS**

29.1 No modification, amendment, or alteration to the terms or conditions of this Contract, any Notice to Proceed, or any Change Orders, shall be effective unless contained in a written document executed by the parties. In the event the U.S. Department of Transportation's Federal Highway Administration, or other federal agency related to the Grant for which this Contract was procured determines that any federal law, regulation, or rule was not appropriately incorporated into the terms and conditions of this Contract, the parties may amend this Contract to expressly include such laws, regulations, or rules.

SECTION 30. **FORCE MAJEURE**

- 30.1 No party herein shall be liable for any failure or delay in the performance of its obligations under this Contract if such failure or delay is caused by or results from events beyond the reasonable control of the affected party, including, but not limited to, acts of God, natural disasters, war, terrorism, civil unrest, labor strikes, government actions, pandemics, or any other cause beyond the reasonable control of the parties (each a "Force Majeure Event").
- 30.2 The party affected by a Force Majeure Event shall promptly notify the other party in writing of the occurrence of such event and shall use commercially reasonable efforts to resume performance as soon as possible.

SECTION 31. **EXHIBITS; CONFLICTS**

- 31.1 Each Exhibit referred to in this Contract forms an essential part of this Contract. Exhibits, if not physically attached, shall be treated as part of this Contract, and are incorporated by reference. All applicable federal laws, regulations, and rules governing the Grant and the provision of services hereunder, and included in the RFQ and this Contract, are expressly adopted and incorporated herein by reference as if set forth fully herein.
- 31.2 In the event of any conflict between the terms and conditions of this Contract, any Notice to Proceed issued pursuant to this Contract, and any Exhibits attached hereto, the following order of precedence shall apply: the terms and conditions of the applicable federal laws, regulations, and rules set forth in the RFQ (**Exhibit “A”**) shall prevail first; the terms and conditions of this Contract shall prevail second; and the terms and conditions of any Notice to Proceed shall prevail third.

SECTION 32. **PROMOTION**

- 32.1 The FIRM shall acquire no right under this Contract to use, and shall not use, the name of the CITY for any promotional, marketing, or publicity purposes without the express written permission of the CITY. This provision shall not preclude naming the CITY as a professional reference.

SECTION 33. **SURVIVAL**

- 33.1 Any terms or conditions of this Contract, or any Notice to Proceed or Change Order issued thereto, that require acts beyond the date of the term of this Contract shall survive the expiration of such agreement and shall remain in full force and effect unless and until the terms or conditions are completed.

SECTION 34. **ENTIRE AGREEMENT**

- 34.1 This Contract, including all Exhibits hereto, which are expressly incorporated as if set forth fully herein, constitutes the entire Contract between the parties, and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matters set forth herein.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Professional Consulting Services Contract, effective this __ day of _____, 2024.

CITY OF MOUNT DORA

Crissy Stile, Mayor

ATTEST:

Jeanann Hand, City Clerk

Approved as to form:

Patrick Brackins, City Attorney

HALFF ASSOCIATES, INC.

Print: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to and acknowledged before me by means of ☐ physical presence or ☐ online notarization of _____, as _____ of _____, who personally swore or affirmed that he/she is authorized to execute this Contract and thereby bind the FIRM, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this ____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

EXHIBIT A

City of Mount Dora RFQ #24-PW-015

Request for Qualification

NUMBER
RFQ# 24-PW-015



City of Mount Dora

ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A

Whitney Donovan
Purchasing Coordinator

LEGAL NOTICE

Notice is hereby given that the City of Mount Dora is accepting Sealed Qualifications to provide **ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A** under **RFQ#24-PW-015**. Qualifications will be electronically received until **2:00 p.m., July 31, 2024** by the Purchasing Department.

RFQ# 24-PW-015
“ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A”

A pre-submittal conference is not applicable for this solicitation.

The City of Mount Dora does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Mount Dora’s website: www.demandstar.com, www.cityofmoundora.com and also posted in the Lobby of City Hall. All meetings related to this RFQ will be held in person unless otherwise noted.

Remainder of Page Left Intentionally Blank

NOTE: Electronic responses will be the only method allowed for Proposers to respond to this solicitation. **Electronic responses are to be provided via DemandStar only.** All submittals must be compatible with Microsoft Office 2007. PDF files are accepted. Bidding will be done through a secure locked box. Proposers can only view/submit their Bid and will not have access to any other Proposer's submittals. The Proposer's Bid may be changed at the Proposer's discretion until the due date and time have been reached at which time the Proposer will no longer change or have access to the electronic bid submittal. The City will then open the Bids. Proposers who are bidding for the first time are strongly encouraged to contact DemandStar by e-mailing questions to DemandStar at www.demandstar.com. All bids must be received by the date and time specified above, when they will be opened, via computer, and publicly read aloud. The bid time shall be scrupulously observed. The City shall not be responsible for delays or internet outages caused by any occurrence. The City website does not accommodate electronic responses to bids. Receipt of a bid in any other form does not satisfy this requirement. No exceptions will be made.

If you have obtained this document from a source other than directly from DemandStar by Onvia.com you are not on record as a plan holder. The Purchasing Department takes no responsibility to provide Addenda to parties not listed as plan holders. The Proposer is responsible for verifying they have received all Bid Addenda.

CAUTION: Proposers should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.

1) INTRODUCTION/OVERVIEW

A) Purpose/Objective

When applicable, this competitive solicitation is issued pursuant to Chapter 287.055 Florida Statutes, "Consultants' Competitive Negotiation Act" (CCNA), and 40 U.S. C. 1101-1104 (Brooks Act).

In accordance with the 40 USC Title 1101-1104 (Brooks Act) and the "Consultants Competitive Negotiation Act" (F.S. 287.055), the City of Mount Dora Finance Department (herein after, "City") has issued this Request for Qualifications (hereinafter, "**RFQ**"), as a joint solicitation on behalf of the City, the Community Redevelopment Area (CRA) and the Northeast Community Redevelopment Area (Northeast CRA), with the sole purpose and intent of obtaining Qualifications from interested and qualified firms offering to provide certain **ENGINEERING SERVICES** in accordance with the specifications stated and/or attached herein/hereto. The successful proposer will hereinafter be referred to as the "Consultant".

As is more fully explained in Section "6L" of this **RFQ**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFQ**. The City will not use any other factors or criteria in the evaluation of the bids received.

B) Background

The City serves an area of 12.26 square miles with a population of approximately 17,129. The City's fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds in each department.

More detailed information on the government and its finances can be found in City of Mount Dora's Comprehensive Annual Financial Report for fiscal year **2022-2023** and in the City's Annual Budget for fiscal year **2023-2024**. Copies of these documents may be viewed on www.mountdora.gov. The City of Mount Dora is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFQ** to Whitney Donovan, Purchasing Coordinator, and submit such questions in writing to: donovanw@mountdora.gov. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from donovanw@mountdora.gov. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.mountdora.gov) and on DemandStar (www.demandstar.com).

D) Method of Source Selection

The City is using the Competitive Sealed Qualifications methodology of source selection for this procurement, as authorized by Resolution 2021-107 establishing and adopting the City Purchasing Policy. Each Qualification will be reviewed to determine if the Qualification is responsive to the **RFQ**. Qualifications deemed to be non-responsive may be rejected without being evaluated by the Evaluation Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Council who will make the final selection(s). A responsive Qualification is one which has been signed and submitted by the specified Qualification deadline, and has provided the information required to be submitted with the Qualification. Poor formatting, poor documentation, incomplete or unclear information may be considered substandard submissions and may adversely impact the evaluation of a Qualification. Respondents who fail to comply with the required and/or desired elements of this **RFQ** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Proposal Conference

☒ A pre-proposal conference is not applicable for this solicitation.

F) **Projected Timetable**

The following projected solicitation timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the RFQ process.

Event	Date
Advertise RFQ	July 01, 2024
Last Date for Receipt of Written Questions	July 12, 2024 at 4:00 PM TIME
Addendum Issued (If Applicable)	July 17, 2024
RFQ Opening (via ZOOM)	July 31, 2024 at 2:00 PM
Evaluation Committee to Shortlist	August 9, 2024 at 10:00 AM
Shortlisted Firm Presentations/Interviews (if requested)	August 16, 2024 from 9AM – 12 PM
Evaluation Committee to Recommend	August 16, 2024 at 12:15 PM
Notice of Recommendation	August 16, 2024
City Council Approval (anticipated)	September 3, 2024

All Evaluation Committee meetings and any applicable Presentations will be held in the City Council Boardroom located at City of Mount Dora City Hall, 510 N Baker Street, Mount Dora FL 32757 unless noted otherwise.

2) **GENERAL DESCRIPTION - SCOPE OF WORK**

A. **Purpose**

The purpose of this Request for Qualifications is to solicit competitive sealed Proposals to select a Vendors(s) to serve as **TRAFFIC ENGINEERING CONSULTANT FOR SAFE STREETS AND ROADS FOR ALL (SS4A)** on an as-required basis for the City of Mount Dora, Florida. The City reserves the right to make multiple awards if deemed appropriate. Use of a continuing contract and selection of contract vendors for task assignments under a multiple award continuing contract will be in consonance with Florida Statute 287.055.

Based on consultant knowledge, if the CONSULTANT believes the scope of work outlined in this RFQ should be changed in any way or is too ambitious, the CONSULTANT must describe how those changes will better meet the project objectives.

B. **Scope of Services**

1. This scope of services describes and defines the **Safe Streets and Roads for All (SS4A) Action Plan** for the City of Mount Dora. The CONSULTANT will perform the following tasks to facilitate delivering the required criteria described by the U.S. Department of Transportation Safe Streets and Roads for All (SS4A) Grant Program.
2. The CONSULTANT shall exercise independent professional judgment in performing obligations and responsibilities under this Contract. The CONSULTANT is expected to know the laws and rules governing their professions and ordinances and recognized standards applicable to these professional services. The CONSULTANT shall provide

qualified technical and professional personnel to perform to federal, state, and local standards and procedures.

3. The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports and documents as required by the CITY.
4. The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original concepts may be required. The CONSULTANT shall incorporate these refinements into the design and consider such refinements to be an anticipated and integral part of the work. This shall not be a basis for any supplemental fee request(s).
5. Services provided by the CONSULTANT shall comply with federal, state, and local manuals, procedures, and memorandums in effect as of the date of execution of the Contract unless otherwise directed in writing by the City of Mount Dora.
6. CONSULTANT shall be fully responsible for all work performed and work products developed under this Contract. The CITY may provide job-specific information and/or functions as needed.

The awarded engineering firm(s) under this RFQ shall perform the following critical actions as part of the work to be provided to the City of Mount Dora. The City may require an in-person presence for the meetings laid out below:

TASK 1 – PROJECT MANAGEMENT/INITIATION

The CONSULTANT will be expected to understand all parameters and requirements of the Safe Streets and Roads for All (SS4A) Action SS4A Action Plan Grant, Notice of Funding Opportunity (NOFO) Assistance Listing #20.939.

An understanding of the required Federal and USDOT guidance including the National Roadway Safety Strategy (NRSS), the Safe System Approach, Executive Order 14008, Tackling the Climate Crisis at Home and Abroad (86 FR 7619), Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (86 FR 7009), the President's greenhouse gas reduction, climate resilience, the federal workforce investment programs, the Justice40 Initiative, the Highway Safety Improvement Program (HSIP), and related Federal programs is required.

To facilitate the development of the SS4A Action SS4A Action Plan a Project Steering Committee (PSC), stakeholder list, and a project timeline will be established.

The PSC will primarily consist of members of City staff, law enforcement, human service agencies, community organizations and others as appointed by the City Council that will guide the study throughout the SS4A Action Planning process.

An internal project kick-off meeting will be held by the CONSULTANT with City staff.

A project start-up meeting will be held by the CONSULTANT with members of the PSC. This will include a review and discussion of the approach to network screening, coordination with FHWA, FDOT, local partners, the public involvement process, and additional topics relevant to project start-up.

A project micro-website will be developed by the CONSULTANT and used throughout the study process to ensure accessibility, transparency, and documentation of the SS4A Action Planning process for public information.

Task 1 Deliverables:

- Establish Kick-off Meeting (Task 1.1)
This involves organizing and conducting a meeting at the beginning of the project to initiate and introduce all relevant stakeholders, discuss project objectives, roles, and responsibilities, and establish a project SS4A Action Plan/timeline.
- Conduct Progress Meeting(s) (Task 1.2)
This task involves scheduling and conducting regular progress meetings throughout the project. Three of these meetings will be held in person.
- Project Coordination and Invoicing (Task 1.3)
This task entails managing and coordinating various project activities, ensuring effective communication between team members, and handling invoicing processes related to the project.

TASK 2 – LEADERSHIP COMMITMENT AND GOAL SETTING

This task will involve coordinating with and providing information, to City leaders and stakeholders, necessary to foster support and encourage a consensus to meeting the goals of the SS4A Action SS4A Action Plan

Task 2 Deliverables:

- Develop Goals, Objectives, and Performance Measures (Task 2.1)
This task involves working with the project leadership to define specific goals, objectives, and performance measures that align with the project's overall objectives.
- Develop Commitment Documentation (Task 2.2)
In this task, the focus is on creating formal documentation that outlines the commitment of the project leadership towards achieving the defined goals and objectives.
- Assist Staff with Presentations to Leadership (Task 2.3)
In this task, the CONSULTANT and staff will provide information to and seek recommendations of the City Council for action to be taken.

TASK 3 – SS4A ACTION PLANNING STRUCTURE

This task involves identifying key stakeholders and members of the Project Steering Committee for recommendation to the City Council and other leadership in the community. The format of communications will be discussed with City staff.

Task 3 Deliverables:

- Develop Committee (Task 3.1)
This task involves establishing a committee comprising relevant stakeholders who will contribute to the SS4A Action Planning and decision-making processes of the project.
- Prep and Conduct Committee Meetings (Task 3.2)
This task includes preparing and conducting committee meetings, enabling collaboration and discussion among the committee members.
- Documentation (Task 3.3)
This task focuses on documenting the outcomes, decisions, and actions resulting from the committee meetings.

TASK 4 - SAFETY ANALYSIS

The CONSULTANT will perform an analysis of existing conditions and historical trends that provides a baseline level of crashes involving fatalities and serious injuries across the City of Mount Dora using all available resources.

A benchmark crash data analysis for all roadways (to the extent practical, the analysis should include all roadways within the jurisdiction, without regard for ownership) will be performed. Five (5) years of reportable crash data will be included for all public roads. This will include an analysis of locations where there are crashes and the severity of the crashes, as well as contributing factors and crash types by relevant road users (motorists, people walking, transit users, etc.).

Based on the analysis performed, a geospatial identification of higher-risk locations is developed (a High Injury Network). The benchmark crash data will include geographic locations of crashes with related attribute data in an MS Excel and ArcGIS format, tables and maps of crash types and factors, comparisons of crash frequency data to other areas of Florida, and initial crash rates based on regional Vehicle Miles of Travel. The benchmark crash data will include crash data involving alternative modes (pedestrians, bicyclists, public transit users, etc.) and crash data within underserved communities within the jurisdiction(s), noting any disproportional safety impacts. The safety analysis should include both the number and the rate of Fatal and Serious Injury (F&SI) crashes on all year-round public roadways. The safety analysis should include bike/pedestrian screening based on risk factors, as accidents involving these road user types are historically underreported.

An analysis of the effectiveness of mitigation strategies to address risk factors such as benefit/cost, crash reduction, Highway Safety Manual procedures, or other proven methods shall be included.

In addition, an overlay of equity focus areas will be included in the spatial analysis from sources such as the United States Department of Transportation (USDOT) Area of Persistent Poverty/Historically Disadvantaged Community Tool. The SS4A Action Plan should include an analysis of vulnerable road users which identifies potential high-risk locations and develops systemic and/or specific mitigation strategies. A heavy emphasis on outreach and consensus building is anticipated to be included in these analyses.

Task 4 Deliverables:

- 5-Year Crash Analysis (Task 4.1)
This task involves conducting a comprehensive analysis of crash data from the previous five years to identify patterns, trends, and areas of concern related to safety.
- Documentation (Task 4.2)
In this task, the findings and analysis from the crash data are documented, highlighting key observations and recommendations for improving safety.

TASK 5 - ENGAGEMENT AND COLLABORATION

The Engagement SS4A Action Plan will include extensive involvement with local entities that focus on underserved populations, elected officials, municipal engineering and SS4A Action Planning staff, safety interest groups, existing state and local safety SS4A Action Plans, as well as key stakeholders such as public safety agencies, school districts, hospitals, bicycle advocacy groups, and transportation agencies. This task will ground the Engagement SS4A Action Plan with authentic public input. The task will incorporate engagement activities that inform, consult, involve, empower, and collaborate with both decision-making leaders and those who are most impacted by traffic fatalities and serious injuries. The CONSULTANT in coordination with the PSC will identify safety priorities and continuously engage both the PSC and the public. The CONSULTANT will prepare a technical memo on priority issues based on a comprehensive understanding of all stakeholder input.

The Stakeholder Engagement SS4A Action Plan will detail specific engagement methods that are uniquely tailored to involve a diverse range of audiences, including consideration of how to reach a diverse range of stakeholder's representative of the region's geography and demographics. Activities may include regional public workshops; outreach to community leaders, local decision-makers, and local staff to understand current SS4A Action Planning practices and priorities; community-based discussions of multi-modal safety along high-crash corridors and in areas where people are disproportionately impacted; and a variety of opportunities for technical stakeholders and the public to provide comments on draft recommendations. These methods may be conducted using virtual tools as well as in-person methods if the CONSULTANT determines normal in-person methods are not achieving representative input. A summary of each engagement opportunity, including the activity, the feedback received, and participants engaged, will inform the final report.

Public Engagement and Collaboration will run concurrently and in conjunction with all Tasks. Early efforts in the process should focus on listening and learning about public concerns. Later efforts may solicit responses to analysis findings and recommendations. Virtual engagement tools must ensure equitable and representative participation and can be used to substitute and expand upon traditional in person methods, including but not limited to virtual public meetings; surveys; online visualizations; and social media tactics to solicit stakeholder feedback.

Task 5 Deliverables:

- Community Engagement Plan (Task 5.1)
This task involves developing a SS4A Action Plan to engage and involve the community in the project, ensuring their input and feedback are considered throughout the process.
- Meeting Prep (Task 5.2)
This task entails preparation of meetings, including coordinating logistics, inviting participants, and gathering necessary materials.
- Round 1 Meeting (Task 5.3)
This task involves conducting the first round of in-person meetings with community members to present project information, gather feedback, and address concerns.
- Round 2 Meeting (Task 5.4)
Similarly, this task involves conducting the second round of in-person meetings to provide updates, gather additional feedback, and ensure ongoing community involvement.
- Round 3 Meeting (Task 5.5)
This task involves conducting the final round of in-person meetings to present the project's progress, address any outstanding concerns, and gather final feedback from the community.
- Stakeholder Meetings (Up to 3 meetings each) (Task 5.6)
This task involves organizing and conducting meetings with stakeholders who have a vested interest in the project, including local businesses, organizations, and agencies.
- Documentation (Task 5.7)
This task focuses on documenting the outcomes, feedback, and suggestions obtained from community engagement and stakeholder meetings.

TASK 6 – EQUITY CONSIDERATIONS

The SS4A Action SS4A Action Plan will be developed using inclusive and representative processes to pursue a comprehensive approach to advancing equity for all, including individuals who belong to underserved communities that have been denied such treatment. The SS4A Action SS4A Action Plan

will further focus on the disproportionate, adverse safety impacts that affect certain groups on our roadways, particularly those who walk or bike in underserved communities.

The analysis includes both population characteristics and initial equity impact assessments of the proposed projects and strategies. In support of Executive Order 13985 Advancing Racial Equity and Support for Underserved Communities, the CONSULTANT, shall assess the focus areas and identified strategies of the SS4A Action SS4A Action Plan through a lens of racial equity. The CONSULTANT will conduct an analysis of underserved communities that includes population characteristics and an initial equity impact assessment of proposed countermeasures and projects. This task builds on the completed analysis and will allow socio-demographic data to be overlayed with technical data and will help inform and identify intersections and road segments of need. In doing so, the CONSULTANT will include efforts to remove barriers to and provide equal access to opportunities and benefits proposed and increase investment in underserved communities and individuals in the City of Mount Dora.

Task 6 Deliverables:

- Equity Analysis (Task 6.1)
This task involves conducting an analysis to assess the impact of the project on various demographic groups and ensuring equitable outcomes in terms of safety improvements.
- Documentation (Task 6.2)
This task focuses on documenting the findings of the equity analysis, highlighting any disparities or recommended actions to promote equity in the project.

TASK 7 – POLICY AND PROCESS CHANGES

The CONSULTANT shall provide an assessment of current policies, SS4A Action Plans, guidelines, and/or standards (e.g., manuals) to identify opportunities to improve how processes prioritize transportation safety.

The USDOT National Roadway Safety Strategy Safe System Approach acknowledges that both human mistakes and human vulnerability must be incorporated into the discussion of roadway safety, the SS4A Action SS4A Action Plan will recognize that to attain the goal of zero fatalities, safety countermeasures will have to focus on more than just infrastructure recommendations but encompass programs and policy decisions that impact both human behavior, emergency response, and administrative actions. Other policy-oriented decisions include but are not limited to, land use recommendations, increasing safe mobility options through context-sensitive design, and addressing barriers to economic competitiveness because of the disproportionately high environmental and climate-related cumulative impacts on health in disadvantaged communities.

After the review of the assessment and consultation with the PSC, the CONSULTANT will provide a draft set of policy and process recommendations to be reviewed by the City. Additional meetings may be held with elected officials and City leadership for recommendations to be incorporated into the final SS4A Action SS4A Action Plan. The SS4A Action Plan will discuss implementation steps for each of the selected policies or processes through the adoption of revised or new policies, guidelines, and/or standards, as appropriate. The staff will work with City leadership and elected leaders to implement and adopt the recommended policy, guidelines, or standards.

Task 7 Deliverables:

- Review Current Policies and Processes to Address Safety (Task 7.1)
This task involves reviewing existing safety policies and processes and identifying gaps or areas that require improvement.
- Develop Recommended Changes (Task 7.2)

Based on the review, this task involves developing recommended changes to policies and processes to enhance safety measures.

TASK 8 – STRATEGY AND PROJECT SELECTION

Identification of a comprehensive set of projects and strategies, shaped by data, the best available evidence, and equity considerations, as well as stakeholder and public input, that will address the safety problems described in the SS4A Action SS4A Action Plan. These strategies, countermeasures, and projects focus on a Safe System Approach, effective interventions, and consider multidisciplinary activities. To the extent practical, data limitations have been identified and mitigated, and discussed in prior tasks.

Once identified, the list of projects and strategies will be prioritized by time ranges for when the strategies and countermeasures will be deployed (e.g., short-, mid-, and long-term timeframes). Projects and strategies will include Federal Highway Administration Proven Safety Countermeasures and the National Highway Traffic Safety Administration Countermeasures That Work. The list should include specific projects and strategies, or descriptions of programs of projects and strategies, and explains the prioritization criteria used. The list should contain interventions focused on infrastructure, behavioral, and/or operational safety. The list will be ordered, within each timeframe by order of magnitude determined by the estimated project cost and significant challenges to implementation. For information accessibility, the list of projects and strategies will be mapped for public consumption. Where relevant and feasible, high priority projects at specific road segments or intersections should include a level of detail sufficient to enable the pursuit of funding either through a Safe Streets and Roads for All Implementation Grant, a Highway Safety Improvement Program, or any other grant or program funding.

Task 8 Deliverables:

- Project Prioritization Criteria (Task 8.1)
This task involves developing criteria and guidelines for prioritizing safety projects at the top 20 high crash locations.
- Develop Projects to Improve Safety at Top 20 High Crash Locations (Task 8.2)
This task entails developing specific projects and interventions to address safety issues at the identified high crash locations.
- Develop Area Wide Strategies to Address Identified Safety Issues (Task 8.3)
This task focuses on developing broader strategies and initiatives to address safety issues across the entire area or region.
- Documentation with Staged Improvement SS4A Action Plan (Task 8.4)
In this task, the outcomes, strategies, and project SS4A Action Plans developed are documented, along with a Staged Improvement SS4A Action Plan outlining the timeline and implementation approach.

TASK 9 – PROGRESS AND TRANSPARENCY

The method for assessing progress is intended to allow the City a way to independently gauge mitigation effectiveness and help refine future application strategies. Progress should measure both mitigation efforts (quantity of safety improvement implemented) and reduction in the number and rate of fatal and serious injury incidents.

The CONSULTANT will provide a methodology to measure progress over time after the SS4A Action Plan is developed, including outcome data, to ensure ongoing transparency is established with the

public and other stakeholders. The methodology, such as a web-based Dashboard, must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries, and the public posting of the SS4A Action Plan online. The methodology shall include a recommended update schedule for the SS4A Action and maintenance schedule for all public-facing components. This means to measure progress will be web-based and built on a platform that is web-based and subject to the City Information Technology Division approval. City staff will assume responsibility for continuous updates of this website after completion of the SS4A Action Plan.

Task 9 Deliverables:

- Develop a Scorecard to Track Status (Task 9.1)
This task involves developing a scorecard or performance tracking system to monitor and report the progress of the project in achieving its safety goals and objectives.
- Develop Website Content to Display Actual vs. Targets (Task 9.2)
This task focuses on developing content for a project website that displays the actual progress made compared to the defined targets and provides updates to the public.

TASK 10 – SS4A ACTION SS4A ACTION PLAN

The CONSULTANT is required to adhere to Table 1 "Action SS4A Action Plan Components" as outlined in the FY23 NOFO (#20.939) during the development of the SS4A Action Plan.

The CONSULTANT should exercise meticulous attention to detail, adhere to professional writing standards, and ensure that the language used in the report is clear, precise, and free from errors. The final report should be formatted in a professional manner and be ready for presentation and dissemination to the project stakeholders, relevant authorities, any other identified recipients, and the public. Both the draft and final reports should demonstrate the consultant's expertise, knowledge, and ability to synthesize complex information into a coherent and actionable document. The reports play a critical role in communicating the outcomes, recommendations, and the overall SS4A Action to the project stakeholders and serve as a reference for decision-making and implementation.

The CONSULTANT should maintain effective communication with City staff, incorporating their feedback and addressing any concerns or questions related to the draft and final reports. Additionally, the CONSULTANT should ensure that the reports are delivered within the agreed-upon timelines and meet all specified requirements as outlined in the scope of work and the request for proposal.

By delivering a comprehensive and well-executed SS4A Action Plan Report, the CONSULTANT will contribute to the project's success, facilitate effective decision-making, and provide a roadmap for implementing safety measures and improvements.

This task will develop recommendations in a final report for how the City can improve safety outcomes on our roadways. The SS4A Action Plan will prioritize evidence-based infrastructure recommendations that address data findings from previous tasks. Non-infrastructure recommendations may be included based on clear evidence; enforcement recommendations may only be included after consultation with the PSC. The SS4A Action Plan will incorporate complementary regional and local frameworks for action. The SS4A Action Plan's framework will address safety within the City: City goals and SS4A Action Plans; project evaluation and prioritization; funding allocation; regional coordination; and federal performance targets.

The Strategy's local framework will establish best practices for the City of Mount Dora, including safety-focused project development and "Vision Zero" strategies. The "Vision Zero" strategies will include commitments for the City by providing a reasonable date to reach zero fatalities or will set one or more targets to achieve significant declines in roadway fatalities and serious injuries by a specific date. The SS4A Action Plan shall address considerations of equity in policies and implementation of

projects and measures as well as discuss implementation and adoption of revised policies, guidelines, and/or standards based on the analysis performed in previous tasks.

A key outcome of the SS4A Action Plan will be estimating and identifying projects that will help achieve progressively lower roadway fatalities and injuries each year. Based on review of current policies and processes, the CONSULTANT will develop strategies consistent with reporting needs for FHWA Safety Performance Targets. Strategies in this task will compare current and alternate methods that support progressively lowering safety targets for crashes located within the City boundary. The final report will summarize data analysis and policy recommendations and incorporate graphical illustrations.

The CONSULTANT shall develop criteria for project prioritization in coordination with the project team and based on development of a prioritization process shall provide recommendations to include specific projects, policies, guidelines, and/or standards, countermeasures, and strategies developed for implementation to address the safety issues identified, including time ranges when the recommendations can be implemented.

Consultant recommendations shall include specific projects developed for implementation including analysis for cost effectiveness. Recommendations should contain enough detail to support implementation categorized by time frame (e.g. 2- year, 5- year and 10-year actions), an improvement cost based on conceptual design. The CONSULTANT shall also compile an implementation matrix providing for implementation and updates to existing policies, programs, and practices as well as the proposed improvements from this SS4A Action Plan.

The SS4A Action Plan will identify possible barriers for implementation (including but not limited to funding, legislation, and staffing) and include cost estimates and potential funding sources (local, state and federal) and the role of implementing strategies. The SS4A Action Plan shall also include target performance measures and benchmarks to monitor progress to include recommendations for data collection and reporting analysis, and tools and techniques to monitor progress over time.

The SS4A Action Plan will be succinct and accessible for the public, elected officials, and practitioners.

Task 10 Deliverables:

- Draft SS4A Action Report (Task 10.1)
In this task, the CONSULTANT is responsible for preparing a preliminary or initial version of the SS4A Action Plan. The draft report should encompass all the relevant components, findings, analysis, strategies, and projects discussed and developed throughout the project. The CONSULTANT should ensure that the draft report is comprehensive, well-structured, and aligns with the requirements outlined in the scope of work.
- Final SS4A Action Report (Task 10.2)
Once the draft report has been reviewed and any necessary revisions or adjustments have been made, the CONSULTANT will proceed to develop the final version of the SS4A Action Plan. The final report should incorporate any feedback or recommendations provided during the review process. The CONSULTANT must ensure that the final report is polished, accurate, and reflects the complete and updated SS4A Action Plan. It should clearly and concisely summarize the project's objectives, methodologies, key findings, strategies, projects, timelines, and performance measures. The report should also include appropriate visuals, graphs, and supporting documentation to enhance its readability and comprehensibility.

Compensation

For this project, compensation will be determined via a negotiated contract with the successful Proposer.

Method of Award

Florida Statute 287.055, The Consultants' Competitive Negotiation Act, will be followed to secure the required firm. The City Purchasing Coordinator will be responsible for the selection process and will be the sole point of contact for all Respondents. In addition to the materials provided in the written responses to this RFQ, the City may utilize site visits or may request additional material, information, presentations or references from the Respondent(s) submitting qualification packages.

Pursuant to Chapter 472, Florida Statutes, firms or individuals must be registered with the State of Florida and have obtained at least the minimum thresholds of education and experience required by the applicable statutes.

Respondents must exhibit compliance with the qualification standards and evaluation factors stated in Section 287.055, Florida Statutes, to be considered for award. Location, listing of subcontractors and respective percentage of use, are a listed evaluation factor under CCNA.

Each Proposal submittal will be evaluated for conformance as responsive and responsible using the following criteria in order of preference:

- A. Proper submittal of ALL documentation as required by this Solicitation. (Responsive)
- B. Proposals will be evaluated based upon the greatest benefits to the City and the following criteria listed in order of descending importance: (Responsible)
 - 1. Firm's qualifications
 - 2. Past Performance. In order to evaluate past performance, all Vendors are required to submit a list of three (3) verifiable references. Relevant projects completed within the last three (3) years that are the same or similar in magnitude to this RFQ. The City may be listed as a reference. Use the References Form included in the Required Forms section of this RFQ.
 - 3. Proposed materials and plans to accomplish tasks:
 - 4. All technical specifications associated with this Solicitation; and
 - 5. Financial Stability: A Dun and Bradstreet report may be used by the City to evaluate Vendor's financial stability. All Vendors shall be prepared to supply a financial statement upon request, preferably a certified audit for the last available fiscal year.

Award will be made to the most responsive, responsible Vendor(s) whose Proposal represents the best overall value to the City when considering all evaluation factors (no additional details.)

Per Section 287.05701, Florida Statutes, the City will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

The City reserves the right to make awards to one or more Vendors to reject any and all offers or waive any minor irregularity or technicality in Proposals received.

3) CITY'S RIGHT TO INSPECT

The City or its authorized Agent shall have the right to inspect the Consultant's files to determine status of work on this project.

4) TERMS AND CONDITIONS OF CONTRACT

Contract Negotiations:

1. Purchasing Coordinator will schedule contract negotiations with the consultant achieving the highest final score and subsequent ranking. If no tentative pricing agreement can be reached with that consultant, then negotiations will terminate and move to the second highest ranked consultant and so on throughout the "shortlist", never returning to a previously terminated consultant.
2. Upon approval of the negotiated contract, a recommendation will be submitted to the City of Mount Dora Council for award of the contract.

A contract/agreement resulting from this **RFQ** shall be subject to the terms and conditions set forth in the contract/agreement and any terms and conditions included in this **RFQ**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, agreements or other documents provided by the Contractor with their submittal.

Contract Period:

The period of performance for work performed under this solicitation is from the date of award through project completion with final written acceptance by the City.

The City shall utilize the following Action Plan Schedule for the needed services:

Milestone	Schedule Date
Planned Draft Action Plan Completion Date	2/28/2025
Planned Action Plan Completion Date	4/30/2025
Planned Action Plan Adoption Date	6/30/2025
Planned SS4A Final Report Date	8/31/2025

Successful proposer shall deliver to the City the Completed Action Plan no later than April 30, 2024 but the contract/agreement period shall end on August 31, 2025.

5) GENERAL TERMS AND CONDITIONS

A) **Licenses**

The Consultant is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

Copies of the required licenses must be submitted with the bid/proposal response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Consultant, with an office within the City is also required to have a business tax receipt.

If you have questions regarding required professional licenses and Business Tax Receipt, contact the Finance Department at (352) 735-7120.

B) Principals/Collusion

By submission of this Qualification, the undersigned, as Proposer, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Consultant shall be legally considered an independent consultant, and that neither the Consultant nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Consultant, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Consultant on thirty (30) days prior written notice.

F) Termination

Should the Consultant be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Consultant will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Indemnity

The successful Consultant(s) shall indemnify and hold the City harmless from any and all liabilities, damages, losses and costs, recognizing any applicable limitations under Florida law, with such indemnification and hold harmless requirements included in the final Agreement executed between the City and said successful proposer.

I) Assignment

The Consultant shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

J) Lobbying/Cone of Silence

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Qualification.

Firms and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Qualification announcement to final Council approval**, no firm or their agent shall contact any other employee of the City in reference to this Proposal, with the exception of the Finance Director or designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

K) Single Bid/Proposal

Each Proposer must submit, with their bid/proposal, the required signed contract/agreement and all forms included in this RFQ. Only **one** bid/proposal from a legal entity as a primary will be considered. A legal entity that submits a bid/proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFQ.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same RFQ nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

L) Protest Procedures

Any appeal or protest to the Request for Qualification shall be governed by the City of Mount Dora's Purchasing Policy.

M) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid/proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit

bids/proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, Consultant, sub-contractor, or sub-consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

N) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this RFQ document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

O) Responsible Vendor Determination

Prospective Vendor is hereby notified that Florida Statutes, Section 287.05701, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the responding party is a responsible Vendor.

P) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences:

- a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time
- b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids/proposals, RFQ, and/or quotes
- c. Immediate termination of any contract held by the individual and/or firm for cause

Q) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

R) Scrutinized Company List

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy

Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of “Scrutinized Companies” is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of “Scrutinized Companies” can be found at the following link:

https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2019_01_29_Web_Update_PFIA_Prohibited_List.pdf?ver=2019-01-29-130702-420

S) Billing Instructions – Awarded Professional Consultants

Invoices, unless otherwise indicated, must show Work Order or Purchase Order numbers and shall be submitted in to the City of Mount Dora, Accounts Payable 510 North Baker Street, Mount Dora, FL 32757.

Specific format of the invoice shall be worked out between the City and the Consultant prior to the first invoice being submitted. Payment shall be made in accordance with the Florida Prompt Payment Act, as amended from time to time.

6) INSTRUCTIONS FOR BID/PROPOSAL

A) Compliance with the RFQ

Proposals must be in strict compliance with this **RFQ**. Failure to comply with all provisions of the **RFQ** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFQ**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

☒ Not Applicable

☐ Bid Bond: Shall be submitted with bid response in the most recent form of an AIA (American Institute of Architects) Document 310.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

☐ Performance and Payment Bonds: For projects in excess of \$200,000, bonds shall be submitted to the Purchasing Manager within 7 days of receipt of the city's executed work/task order by Proposers receiving award, and written for 100% of the work/task order total estimate, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Consultant is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Consultant shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval.

D) Delivery of Qualification/Response

All bids/proposals are to be delivered before 2:00 p.m., local time, on or before July 31, 2024 via electronic submission at www.demandstar.com only.

The City shall not bear the responsibility for proposals submitted past the stated date and/or time indicated.

E) Evaluation of Qualification/Response (Procedure)

The City's procedure for selecting is as follows:

1. An **Evaluation Committee (EC)** of at least three (3), but always an odd number, will be selected to review all responsive Proposals submitted in accordance with Statutes.
2. Subsequent to the closing of Proposals, the Purchasing Coordinator shall review the Proposals received and verify whether each Proposal appears to be responsive to the requirements of the published **RFQ**.
3. All EC members shall review the Request for Qualifications (**RFQ**) issued.
4. The EC members shall review each **RFQ** individually and score each submittal based on the evaluation criteria state herein.
5. Prior to the first meeting of the EC, if not included in the solicitation document, the City will post a notice announcing the date, time and place of the first EC meeting. Said notice shall be posted in the lobby of the City Hall, on www.demandstar.com and on the City's website not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
6. The EC will compile individual rankings, based on the evaluation criteria as stated herein, for each Qualification to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the EC will request the Purchasing Coordinator to schedule the top ranked firm(s) for oral presentations/interviews.

The City reserves the right to withdraw this **RFQ** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a Qualification submittal by the City or a submission of a submittal to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the Qualification submittal does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFQ

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ**, Proposer shall immediately notify the Purchasing Manager, noted herein, of such error in writing and request modification or clarification of the document. The Purchasing Coordinator will make

modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFQ** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFQ** prior to submitting a submittal or it shall be waived.

G) Qualification, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its Qualification in response to this **RFQ**, nor for the presentation of its Qualification and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Qualifications

The right is reserved by the City to waive any irregularities in any Qualification, to reject any or all Qualifications, to re-solicit for Qualifications, if desired, and upon recommendation and justification by the City to accept the Qualification which in the judgment of the City is deemed the most advantageous for the public and the City.

Any Qualification which is incomplete, conditional, obscured or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the Qualification of any other proposer or to re-advertise using similar or revised documentation, at its sole discretion.

I) Requests for Clarification of Qualifications

Requests by the Purchasing Coordinator to a proposer(s) for clarification of Qualification(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its Qualification.

J) Validity of Qualifications

No Qualification can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Qualifications.

All Qualifications shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

1. The Qualification shall be deemed an offer to provide services to the City. In submitting a Qualification, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

Proposer is representing that each person listed or referenced in the response package will be available to perform the services described for the City, barring illness, accident, or other unforeseeable events of a similar nature in which case the proposer must be able to promptly provide a qualified replacement. Any replacement person is subject to prior written City approval.

In the event the requested substitute person is not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause.

2. To facilitate the fair evaluation and comparison of Qualifications, all Qualifications must conform to the guidelines set forth in this RFQ. Any portions of the Qualification that do not comply with these guidelines must be so noted and explained. However, any Qualification that contains such variances may be considered non-responsive.
3. Qualifications should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the RFQ.
4. Qualification submittals should be tabbed as noted below.
5. The items listed below shall be submitted with each Qualification and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a proposer to include all listed items may result in the rejection of its Qualification.

Title Page:

REQUEST FOR QUALIFICATION (RFQ)
TITLE

Table of Contents: Provide clear identification of the material by section and by page number

<u>Tab I</u>	Approach to the Project. • Consultant recognized & identified special circumstances on the project. • Consultant provided logical approach to tasks and issues of the project.
<u>Tab II</u>	Professional qualifications necessary for satisfactory performance. • Project manager and key members are qualified to perform the work categories on the project. • Consultant's knowledge of standards and procedures. • Project Team identified/experiences in projects of this nature and size.
<u>Tab III</u>	Specialized experience and technical competence for this type of work. • Consultant provided comparable projects they have been involved with.
<u>Tab IV</u>	Past projects show contracts w/government agencies and private industry. • Project listing showing similar projects and capabilities performed.
<u>Tab V</u>	The capacity to accomplish the work in their proposed completion schedule. • Consultant has adequate staff for this project.
<u>Tab VI</u>	Understanding of the Project.

- Consultant demonstrated understanding of key elements of the project.
- Consultant provided comparable projects they have been involved with.
- Consultant is familiar with traffic engineering studies.

L) Evaluation Committee and Evaluation Factors

All Qualifications will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this **RFQ**, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible Qualifications received in its evaluation and award process. For evaluation purposes, the term “Responsible” means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

Qualifications shall include all of the information solicited in this **RFQ**, and any additional data that the offeror deems pertinent to the understanding and evaluating of the Qualification. Proposers will provide their best analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

Proposers submitting the required criteria will have their Qualifications evaluated by an evaluation committee and scored for non-price factors to include technical response, qualifications and experience. Scoring will be totaled by the Finance Department Purchasing Coordinator. They will then be summed for a total for each consultant. The Consultant which receives the highest rating will be ranked first, the consultant receiving the next highest score will be ranked second, and so on until all consultants have received a final ranking score. Tie scores are allowed as the Evaluation Committee has the option to interview more than three (3) consultants. At least three (3) consultants will be short-listed.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer’s submittal.

Remainder of Page Intentionally Left Blank

Submissions will be evaluated on a maximum score basis of 500, with a maximum assignable score of five hundred (500) points. The following criteria will be used in the evaluation process to determine the successful respondent(s):

Criteria	Max Criteria Points to be Assigned	Assigned Weight	Maximum Score Possible
Approach to the Project (Tab I)	20	5	100
Professional Qualifications necessary for satisfactory performance. (Tab II)	20	5	100
Specialized experience and technical competence for this type of work. (Tab III)	15	5	75
Past projects show contracts w/government agencies and private industry. (Tab IV)	15	5	75
The capacity to accomplish the work in their proposed completion schedule. (Tab V)	10	5	50
Understanding of the project (Tab VI)	20	5	100
Totals	100	NA	500 points

Formal Oral Presentation/Interview Scoring (if requested):

If requested by the Evaluation Committee, a second Evaluation Committee will be scheduled, advertised, and coordinated with the shortlisted vendors by Purchasing. This meeting will provide each of the shortlisted vendor 15 minutes to present information, with focus on the items listed below in the “Weighted Evaluation Criteria for Final Ranking”, and followed by a 30 minute random question and answer period. The Consultant presentation is to be supported by a hard copy hand-out without reliance on a computer power point show unless otherwise directed in writing. Each of the shortlisted consultants may have no more than three (3) people participating in this meeting.

The City reserves the right to ask participating firms any questions deemed relevant by the Evaluation Committee Members. The initial focus, however, will be on the following question:

1. Quality of the Interview: a) Interview was clear and concise; b) Questions were appropriately answered by Consultant.

If Presentations/Interview sessions are requested for shortlisted firms the following scoring process will apply:

A maximum of four (4) points can be assigned to each firms’ session. The points assigned will be multiplied by a weight of 2.5 to equal a maximum of 10 possible points for a final scoring.

After shortlisted Consultants have completed Presentation/Q&A sessions, the Evaluation Committee members will complete the Presentation/Q&A scoring forms with Purchasing totaling the forms. Scoring for this phase will NOT be combined with the previous phase. The score of each Evaluation Committee member will be tallied individually for each Consultant. Each Evaluation Committee members score will then be converted to a ranking number for each consultant with 1 being the highest ranked, 2 the second, and do on. A final ranking of the shortlisted consultants will be announced based on final ranking.

The Presentation/Interview final scoring will determine the final ranking of shortlisted firms.

Drug-Free Workplace:

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Qualifications which are equal with respect to quality and service are received by the City for the procurement of commodities or contractual services, a Qualification received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at “no cost” to the City of Mount Dora, these services should be identified and included in the request response.

Tie Breaker:

If there are tie bids, meaning everything except the information relating to the bidder is the same, the following methods shall be used in the order below to break the tie:

- Drug free workplace policy in place.
- If one has or had a contract with the City and performance is or was satisfactory. If performance of a tie bidder who has or had a contract with the City and performance is or was not satisfactory, the other tie-bidder is awarded.
- Timeliness of delivery.

Remainder of Page Intentionally Left Blank

7) REQUIRED FORMS - (ALL MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL)

1. Proposers Checklist Form
2. Conflict of Interest Affidavit Form
3. F.S.S Section 287.138 Certification Form
4. Affidavit of Compliance with Florida Statutes, Section 288.0071
5. Grant Funding Compliance Form
6. Vendor Certification Regarding Scrutinized Companies' List Form
7. Proposers Qualification Form
8. Declaration Statement Form
9. Insurance Requirements
10. Drug Free Workplace Certification Form
11. Non-Collusion Affidavit of Prime Qualifier Form
12. Acknowledgements Form
13. Compliance with Public Records Law Form
14. References Form
15. Public Entity Crimes Statement Form
16. Firm Information Form
17. Attachment 1: Sub-Consultant Listing Form (separate Excel Spreadsheet)
18. Attachment 2: Location of Work to Be Completed (separate Excel Spreadsheet)
19. Completed W9 Form
20. Addenda (if applicable)

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.

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

- ☐ All applicable forms have been signed and included
- ☐ All information as requested in the Proposer's Qualification Form is included.
- ☐ Any addenda has been signed and included.
- ☐ The Bid will be electronically delivered in time to be received no later than the specified due date of _____, 2024 and time of _____. Bid will not be considered otherwise. Electronic responses are the only accepted method of response delivery to the City.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the Proposer, and its employees, officers and/or agents, certifies, and hereby discloses, that, to the best of its knowledge and belief, all relevant facts, concerning past, present or currently planned interest or activity (financial, contractual, organizational or otherwise) which relates to the proposed work and bears on whether the Proposer and/or any of its employees, officers and/or agents, has a possible conflict, have been fully disclosed.

Additionally, the Proposer and its employees, officers and/or agents, agree to immediately notify in writing the City of Mount Dora Purchasing Office, if any actual or potential conflict of interest arises during the solicitation process.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

**FLORIDA STATUTES, SECTION 287.138
CERTIFICATION**

I, _____(person)_____, as the _____(title)_____ of
_____(entity)_____, do hereby certify that
_____(entity)_____: (i) is not owned by the government of a foreign country of
concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign
country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is
not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section
287.138; and (iv) does not have its principal place of business in a foreign country of concern as defined
by Florida Statutes, Section 287.138.

Print: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online
notarization of _____, who personally swore or affirmed that he/she is
authorized to execute this Oath and who is personally known to me or who produced
_____ as identification, and who did/did not take an oath this
_____ day of _____, 2024.

(stamp)

NOTARY PUBLIC, State of Florida

**AFFIDAVIT OF COMPLIANCE WITH SECTION 288.0071, FLORIDA STATUTES,
ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN**

Before me, a notary public, in and for the State of Florida – at large, personally appeared, _____, and having first made due oath or affirmation, states:

(Write Name Here)

1. My name is _____.

(Write Name Here)

2. I am the _____ of _____.

(Insert Job Title)

(Insert Company Name)

3. The Company was formed in _____ and is a _____.

(Country and State)

(List the Type of Entity (ex.: LLC, Inc., etc.))

4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.

5. I affirm that the Company is not:

- a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
- b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signed and Delivered on this _____ day of _____, 202__.

BY: _____

Signature of Affiant

Printed Name

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [☐] physical presence or [☐] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this day of _____, 2024.

(stamp)

NOTARY PUBLIC

**GRANT FUNDING COMPLIANCE
STATEMENT AND CERTIFICATION**

Project Name: _____ Project Number: _____

Project Location: _____

CERTIFICATION

The Bidder/Proposer hereby agrees to comply with any and all local, state and/or federal grant funding requirements, to the extent applicable to the Project, and that any and all applicable local, state and/or federal grant funding requirements shall be included within the agreement resulting from this solicitation RFQ 24-PW-015.

Dated this ____ day of _____, 2024. I hereby certify the above statement on behalf of the Bidder/Proposer. I hereby further certify that I have the authority to execute this certification and bind the Bidder/Proposer accordingly and that I am the same individual who is authorized to execute any Agreement resulting from this solicitation _____.

Name of Firm

Signature

Printed Name

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [☐] physical presence or [☐] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Proposing Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES' LISTS PURSUANT TO
FLORIDA STATUTES, SECTION 187.135**

Respondent Vendor Name: _____

Name of Company: _____

FEIN: _____

Authorized Representative's Name and Title:

Address: _____

Phone Number: _____ Email Address: _____

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Florida Statutes, Section 215.473. A copy of the current list of "Scrutinized Companies" can be found at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

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

I understand and agree that the City may immediately terminate any contract resulting from this solicitation if the company referenced above is found to have submitted a false certification related to the Scrutinized Companies that Boycott Israel List, engaging in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaging in business operations in Cuba or Syria.

Certified By: _____

Authorized Signature

Print Name: _____

Print Title: _____

PROPOSER'S QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

<u>% Completed</u>	<u>Project</u>	<u>Contract Amount</u>
		\$ _____
		\$ _____
		\$ _____

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

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a contract? ☐ Yes ☐ No

STATEMENT OF LITIGATION:

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

☐ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all litigation(s) that have been filed by or against the division of your firm that will be responsible for the scope of work in this solicitation, in the last ten (10) years:

CONTRACT VALUES:

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

Attach additional page if necessary.

\$_____ **Total Value for work done on all PAST completed and similar projects.**

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

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

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

DECLARATION STATEMENT

City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: RFQ NO. 24-PW-015, “Engineering Services – Vision Zero Safety Action Plan SS4A”

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Qualification or in the contract to which this Qualification pertains, and that this Qualification is made without connection or arrangement with any other person and this Qualification is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Qualifications, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Qualification pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ #24-PW-015**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this ____ day of _____,
20__ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

INSURANCE REQUIREMENTS

INSURANCE TYPE

REQUIRED LIMITS

=====

- ☒ 1. Worker's Compensation Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
- ☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements. Bodily Injury & Property Damage

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

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

- ☒ 4. Automobile Liability \$ 500,000 Each Occurrence
Owned/Non-owned/Hired
Automobile Included
- ☒ 5. Other Insurance as indicated below: \$ 1,000,000 Per Occurrence
Errors and Omissions or Professional
Malpractice Coverage
- ☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.
- ☒ 7. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.
- ☒ 8. The City of Mount Dora must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.

INSURANCE REQUIREMENTS
(Continued)

☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

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

City of Mount Dora
Mount Dora, Florida

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

☒ 10. **Thirty (30) Days Cancellation Notice** required.

☒ 11. The Certificate must state the RFQ Number and **TITLE**
.

=====

PROPOSER’S AND INSURANCE AGENT’S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer’s Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

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

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

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

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

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

☐ YES
☐ NO

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

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

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

I am the _____ of _____, (Proposer) which has submitted a Response to City of Mount Dora RFQ #24-PW-015.

I am fully informed respecting the preparation and contents of the Response to RFQ #24-PW-015, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #24-PW-015, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFQ #24-PW-015 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

ACKNOWLEDGEMENTS

RFQ #24-PW-015

“Engineering Services – Vision Zero Safety Action Plan SS4A”

**To: City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757**

_____(Proposer) guarantees its Response to RFQ #24-PW-015 for a period not to exceed one hundred twenty (120) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

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

Dated this _____ day of _____,
(Month) (Year)

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

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

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

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

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

State of Incorporation:

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

Remainder of Page Intentionally Left Blank



CITY OF
MOUNT
DORA

**COMPLIANCE WITH THE PUBLIC RECORDS LAW
RFQ #24-PW-015**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC

Upon award, recommendation, or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Response which is exempt from disclosure under Florida law, and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City in any such litigation, the City may take such action as it deems necessary in order to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

Company Name: _____

Authorized representative (printed): _____

Authorized representative (signature): _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp)

NOTARY PUBLIC

REFERENCE FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the prime firm has provided services described, excluding the City of Mount Dora, in this Qualification for five (5) years or more within the last five (5) years. On a separate sheet, state the service performed, size of the project, and the final or anticipated construction cost for the project. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
2. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
3. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____
4. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

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

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: _____ [NAME] as the _____ [TITLE] of _____ [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is _____.
2. I understand that a “public entity crime” as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Florida Statutes, Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).
_____ Neither the entity submitting this sworn statement, nor any of its officers,

directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [☐] physical presence or [☐] online notarization of _____, as _____, of _____, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this _____ day of _____, 2024.

(stamp) _____

NOTARY PUBLIC

FIRM INFORMATION

Firm is a:

() Corporation

() Partnership

() Sole Proprietorship

() Other _____(Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

Request for Taxpayer Identification Number and Certification

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

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

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

Part I Taxpayer Identification Number (TIN)

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

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

Social security number								
				-				
or								
Employer identification number								
				-				

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (Interest earned or paid)

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

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

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

RFQ #24-PW-015

SUB-CONSULTANT LISTING

Provide a name, and address of all sub-consultants that have the potential to work on this project. Sub-consultants will perform no more than 30% of any project.

Refer to Attachment 1- Team Composition (Excel Spreadsheet)

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EXHIBIT “A”

U.S. DEPARTMENT OF TRANSPORTATION

EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL
GRANT PROGRAM

February 8, 2023

EXHIBIT A

APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2022 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

- a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- m. American Indian Religious Freedom Act, P.L. 95-341, as amended
- n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101 -1104, 541, et seq.
- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
- ee. Freedom of Information Act – 5 U.S.C. 552, as amended
- ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855

- gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
- hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
- ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
 - jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
 - kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
 - ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
 - mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
 - nn. Wilderness Act – 16 U.S.C. 1131-1136
 - oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
 - pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
 - qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
 - rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
 - ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

Executive Orders

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
- h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation –Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21

- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Government wide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)

Office of Management and Budget Circulars

- a. Any applicable OMB Circular based upon the specific FY 2022 Safe Streets and Roads for All Grant Recipient.

Highway Federal Legislation

- a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111
- b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- d. Efficient Environmental Reviews - 23 U.S.C. 139
- e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

Federal Highway Regulations

- a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- b. National Highway System Design Standards – 23 C.F.R. Part 625
- c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
- d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- e. Length, Width and Weight Limitations – 23 C.F.R. Part 658
- f. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- g. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
- h. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2022 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

TERM B.1 TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS
AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-

discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2022 SS4A grant program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2022 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub- recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2022 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2022 SS4A grant program.

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APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally- assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), 49 U.S.C. § 6702, the Regulations for the Administration of FY 2022 SS4A grant program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that

(1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non- discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2022 SS4A Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

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

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

• Instructions for Certification - Lower Tier Participants:

a. The prospective lower tier participant is providing the certification set out below.

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

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

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

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

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

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

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

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

which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “**SAM**”) at <http://www.sam.gov/> for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

- (1) Certify whether the entity has a Tax Delinquency; and
- (2) Certify whether the entity has a Felony Conviction.

- 4 **Prohibition.** If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

- (2) an entity provides an affirmative response to either certification in section 3; or
- (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. Mandatory Notice to the USDOT.

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. Flow Down. For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

- (1) require the SAM check in section 2;
- (2) require the certifications in section 3;
- (3) include the prohibition in section 4; and
- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

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TERM B.4
RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

1) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

2) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT C

QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS: FORMAT AND CONTENT

1. Purpose. The purpose of the Quarterly Project Progress Reports and Recertifications under this agreement for the FY 2022 SS4A grant program are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

2. Format and Content. The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. At the discretion of the USDOT, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Recipient and the USDOT. Some projects will have a more extensive quarterly status than others. For smaller projects, the USDOT may determine that the content of the quarterly reports will be streamlined and project status meetings will be held on a less-frequent basis. The first quarterly progress report should include a detailed description and, where appropriate, drawings of the items funded.

(a) Project Overall Status. This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this agreement.

(b) Project Significant Activities and Issues. This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable Recovery Act requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

(c) Action Items/Outstanding Issues. This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

(d) Project Scope Overview. The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.

(e) Project Schedule. An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate format to be agreed upon between the Recipient and the USDOT. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.
- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction

contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.

- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

(f) Project Cost. An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.
- Transfer of costs to and from contingency line items, and reasons supporting the transfers.
- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.
- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.
- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

(g) Federal Financial Report (SF-425). The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Project Progress and Monitoring Report. The form is available at <https://www.grants.gov/forms/post-award-reporting-forms.html>.

(h) Certifications.

- i. A certification that the Recipient is in compliance with 2 C.F.R. 200.303 (Internal Controls) and 2 C.F.R. Part 200, Subpart F (Audit Requirements).
- ii. The certification required under 2 C.F.R. 200.415(a).

EXHIBIT D

FORM FOR SUBSEQUENT OBLIGATION OF FUNDS

The USDOT and [recipient name] entered a grant agreement for the [project name] that was executed by the USDOT on [date of USDOT signature on original agreement] (the “Agreement”).

This instrument obligates [\$XXX] for [insert portion of project listed in the Agreement]. [Recipient name] states that:

- (1) the Agreement accurately describe the Project’s activities;
- (2) for each completion date listed in the Agreement, the Recipient’s estimate for that milestone is not more than six months after the date listed in the Agreement;
- (3) comparing the Project’s current budget with the amounts listed in the Agreement, the “Non-Federal Funds” amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

[Recipient name] acknowledges that USDOT is acting in reliance on the Recipient’s statements above.

_____	By _____
Date	Signature of Recipient’s Authorized Representative
	[insert name]

	Name
	[insert title]

	Title

The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

_____	By: _____
Date	Signature of USDOT’s Authorized Representative
	[insert name]

	Name
	[insert title]

	Title

EXHIBIT “B”

FEDERAL TRANSIT ADMINISTRATION CLAUSES

FEDERAL TRANSIT ADMINISTRATION CLAUSES

The provisions of this Exhibit C are required because this Contract is funded in whole or in part by the United States Department of Transportation (USDOT), Federal Transit Administration. The requirements in this Exhibit are in addition to and, unless inconsistent and irreconcilable, do not supplant requirements found elsewhere in this Contract. If any requirement of this Exhibit is inconsistent with a provision found elsewhere in this Contract and is irreconcilable with such provision, the requirement in this Exhibit shall prevail.

ARTICLE FTA-1. DEFINITIONS

- 1.1 C.F.R:** The acronym referring to the United States Code of Federal Regulations, which contains regulations applicable to FTA grant recipients and their contractors and subcontractors.
- 1.2 DOT:** The acronym referring to the United States Department of Transportation. Also represented as USDOT.
- 1.3 EPA:** The acronym referring to the United States Environmental Protection Agency. Also represented as USEPA.
- 1.4 FTA :** The acronym referring to the Federal Transit Administration, a public transit regulatory unit of the USDOT, formerly known as the Urban Mass Transit Administration.
- 1.5 U.S.C:** The acronym referring to the United States Code.

ARTICLE FTA-2. ACCESS TO RECORDS, ACCESS TO CONSTRUCTION SITE, AND MAINTENANCE OF RECORDS

- 2.1 Access to Records.** The CONTRACTOR agrees to provide sufficient access to FTA and its contractors to examine, inspect, and audit records and information related to performance of this Contract as reasonably may be required.

In accordance with 49 U.S.C. section 5325(g), CONTRACTOR agrees to provide the Council, the Secretary of Transportation, the FTA Administrator, the Comptroller General of the United States, and any of their authorized representatives access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, inspections, excerpts, and transcriptions.

CONTRACTOR also agrees, pursuant to 49 C.F.R. section 633.15, to provide the FTA Administrator or the Administrator’s authorized representatives, including any project management oversight (“PMO”) contractor, access to CONTRACTOR’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. section 5302(a)(1), which is receiving federal financial assistance through the programs described at 49 U.S.C. sections 5307, 5309, or 5311.

2.2 Access to the Sites of Performance. CONTRACTOR agrees to permit FTA and its contractors access to the sites of performance under this Contract as may reasonably may be required.

2.3 Reproduction of Documents. The Contractor will retain, and will require its subcontractors at all tiers to retain, complete and readily accessible records related in whole or in part to this Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.

2.4 Retention Period. The CONTRACTOR agrees to comply with the record retention requirements in accordance with 2 C.F.R section 200.333. CONTRACTOR shall maintain all books, records, accounts, and reports required under this Contract for a period of not less than 3 years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

The expiration or termination of this Contract does not alter the record retention or access requirements of this Section.

ARTICLE FTA-3. RESERVED

ARTICLE FTA-4. CARGO PREFERENCE

4.1 Reserved.

4.2 Fly America Requirements The CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the “Fly America Act”) in accordance with the General Services Administration’s regulations at 41 C.F.R. part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag Air Carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag Air Carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The CONTRACTOR agrees to include the requirements of this section FTA-4.2 in all subcontracts that may involve international air transportation.

ARTICLE FTA-5. RESERVED

ARTICLE FTA-6. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

6.1 The CONTRACTOR agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200 during the term of this Contract. By signing this Contract, the CONTRACTOR certifies that neither it nor its principals, affiliates, or subcontractors are presently debarred, suspended, proposed for

debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this Contract by any Federal department or agency. This certification is a material representation of fact upon which the COUNCIL relies in entering this Contract. If it is later determined that the CONTRACTOR knowingly rendered an erroneous certification, in addition to other remedies available to the COUNCIL, the Federal Government may pursue available remedies, including suspension and/or debarment. The CONTRACTOR shall provide to the COUNCIL immediate written notice if at any time the CONTRACTOR learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The CONTRACTOR will include a provision requiring such compliance in its lower tier covered transactions.

ARTICLE FTA-7. ENVIRONMENTAL STANDARDS AND PRACTICES

- 7.1 Clean Water Act.** For any project of \$150,000 or more, 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. sections 1251-1387. The CONTRACTOR agrees to report each violation to the COUNCIL and understands and agrees that the COUNCIL will, in turn, report each violation as required to assure notification to FTA and the appropriate Environmental Protection Agency (“EPA”) Regional Office. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.
- 7.2 Clean Air Act Compliance.** For any project of \$150,000 or more, 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. sections 7401-7671q. The CONTRACTOR agrees to report each violation to COUNCIL and understands and agrees that COUNCIL will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.
- 7.3 Energy Conservation.** CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the federal Energy Policy and Conservation Act.

7.4 Reserved.

ARTICLE FTA-8. LOBBYING RESTRICTIONS

For any project of \$100,000 or more, the CONTRACTOR is required to make the following certifications. The CONTRACTOR must also require its contractors or subcontractors to make the following certification in any contracts or subcontracts valued at or above \$100,000.

- 8.1 Certification of Restrictions on Lobbying; Disclosure.** The CONTRACTOR certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or will be paid by or on behalf of the CONTRACTOR 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.

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 a Federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The CONTRACTOR 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 COUNCIL has relied to enter this Contract. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. section 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.

By its signature on this Contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. Section 3801, et seq., apply to this certification and disclosure, if any.

ARTICLE FTA-9. RESERVED

ARTICLE FTA-10. NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS

10.1 National Intelligent Transportation Systems Architecture and Standards. To the extent applicable, the CONTRACTOR agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. section 502 note, and to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other Federal requirements that may be issued.

ARTICLE FTA-11. Program Fraud and False or Fraudulent Statements or Related Acts

11.1 Program Fraud and False or Fraudulent Statements or Related Acts. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. section 3801 et seq., and USDOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Contract. Upon execution of this Contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA-assisted project for which this work is being performed. In addition to other penalties

that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Federal Government reserves the right to impose the penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5323(l) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

The CONTRACTOR agrees to include the above language in each subcontract under this Contract, modified only to identify the subcontractor that will be subject to the provisions.

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Under this Contract, the CONTRACTOR shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part hereof.

12.1 Nondiscrimination.

12.1.1 Nondiscrimination in Employment. In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and federal transit law at 49 U.S.C. § 5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex (including gender identity), age, or disability. In addition, the CONTRACTOR agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.

12.1.2 Nondiscrimination in Contracting. The CONTRACTOR agrees and assures that it will abide by the following conditions, and that it will include the following assurance in every subagreement and third-party contract it signs: (1) The CONTRACTOR must not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FTA or U.S. DOT-assisted subagreement, third party contract, or third party subcontract, as applicable, and the administration of its DBE program or the requirements of 49 C.F.R. part 26; and (2) the CONTRACTOR must take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted subagreements, third party contracts, and third party subcontracts, as applicable.

12.2 Equal Employment Opportunity. The following equal employment opportunity requirements apply to this Contract:

12.2.1 Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 200e et seq., and federal transit laws at 49U.S.C. § 5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. chapter 60, and Executive Order No. 11246, “Equal Employment Opportunity in Federal Employment,” September 24, 1965, 42 U.S.C. section 2000e note, as further amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. section 2000e note. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

12.2.2 Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. sections 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. section 6101 et seq., U.S. Health

and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. part 90 and Federal transit law at 49 U.S.C. section 5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

12.2.3 Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, the Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and Federal transit law at 49 U.S.C. section 5332, the CONTRACTOR agrees that it will not discriminate against individuals on the basis of disability. In addition, the CONTRACTOR agrees to comply with the requirements of U.S. Equal Employment Opportunity commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. part 1630, and any implementing requirements FTA may issue. The Contractor will also ensure that accessible facilities (including vehicles and buildings) and services are made available to individuals with disabilities in accordance with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. section 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. section 4151 et seq., and any applicable implementing regulations.

12.3 Inclusion in Subcontracts. The CONTRACTOR agrees to include the requirements of this article FTA-12 in each subcontract under this Contract, modified only to identify the subcontractor that will be subject to the provisions.

ARTICLE FTA-13. GENERAL PROVISIONS

13.1 Federal Changes. The CONTRACTOR shall comply with the required FTA clauses set forth in this Contract and with all applicable FTA regulations, policies, procedures and directives including, without limitation, those listed directly or by reference in the agreement between the COUNCIL and FTA. The CONTRACTOR's failure to comply with applicable FTA regulations, policies, procedures, and directives, as they may be amended or promulgated from time to time during the term of this Contract, shall constitute a material breach of this Contract.

13.2 No Obligation by the Federal Government. The COUNCIL and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the COUNCIL, CONTRACTOR, or any other party (whether or not a party to the Contract) pertaining to any matter resulting from this Contract.

The CONTRACTOR agrees to include the preceding clause in each subcontract under this Contract, modified only to identify the subcontractor that will be subject to the provisions.

13.3 Incorporation of FTA Terms. Specific provisions in this Contract include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in the most recent addition and any revisions of FTA Circular 4220.1 “Third Party Contracting Guidance,” to the extent consistent with applicable federal laws, and

in Appendix II of 2 C.F.R. part 200 are hereby incorporated by reference. Notwithstanding anything to the contrary in this Contract, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any COUNCIL requests which would cause the COUNCIL to be in violation of the FTA terms and conditions.

ARTICLE FTA-14. DISADVANTAGED BUSINESS ENTERPRISE (DBE) – WITH GOAL

14.1 Nondiscrimination. Pursuant to 49 CFR part 26, the CONTRACTOR, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the COUNCIL deems appropriate. The CONTRACTOR shall include this requirement in all subcontracts pursuant to this Contract.

14.2 Prompt Payment.

14.2.1 Reserved.

14.2.2 The CONTRACTOR agrees to pay subcontractors within ten (10) calendar days of the CONTRACTOR's receipt of payment from the COUNCIL for undisputed services provided by the subcontractor. The CONTRACTOR agrees to pay subcontractors all undisputed retainage payments within ten (10) calendar days of completion of the work, regardless of whether the CONTRACTOR has received any retainage payment from the COUNCIL. The CONTRACTOR shall not postpone or delay any undisputed payments owed subcontractors without good cause and without prior written consent of the COUNCIL.

14.2.3 The CONTRACTOR shall not, by reason of said payments, be relieved from responsibility for Work done by the subcontractor and shall be responsible for the entire Work under this Contract until the same is finally accepted by the COUNCIL.

14.2.4 The CONTRACTOR agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes.

14.2.5 The CONTRACTOR will not be reimbursed for work performed by subcontractors unless and until the CONTRACTOR ensures that subcontractors are promptly paid for work they have performed. Failure to comply with the provisions of this section FTA-14.2 may result in the COUNCIL finding CONTRACTOR in noncompliance with the DBE provisions of this Contract.

14.3 DBE Good Faith Efforts.

During the term of this Contract, the CONTRACTOR will continue to make good faith efforts to ensure that DBEs have maximum opportunity to successfully perform under

the contract, and that the CONTRACTOR meets its DBE commitment as set forth in its proposal. These efforts shall include, without limitation, the following:

- 14.3.1 If CONTRACTOR requests substitution of a DBE subcontractor or supplier listed in its Document Disadvantaged Business Enterprise Information and Certifications form, the CONTRACTOR shall exert good faith efforts to replace the DBE firm with another DBE firm subject to approval of the COUNCIL
- 14.3.2 CONTRACTOR shall not terminate for convenience any DBE subcontractor or supplier listed in its Disadvantaged Business Enterprise Information and Certifications form (or an approved substitute DBE firm) and then perform the work itself or with its affiliates without prior written consent of the COUNCIL
- 14.3.3 If a DBE subcontractor or supplier is terminated or fails to complete its work on the contract for any reason, CONTRACTOR shall make good faith efforts to find another DBE firm to substitute for the original DBE firm.
- 14.3.4 The dollar amount of amendments or any other contract modifications will be entered into the DBE Contract Monitoring System (CMS).
- 14.3.5 The CONTRACTOR will identify a “DBE and Workforce Liaison” who will serve as a single point of contact for all CONTRACTOR DBE and Workforce issues.
- 14.3.6 Failure to comply with the provisions of this section FTA-14.3 may result in the COUNCIL finding CONTRACTOR in noncompliance with the DBE provisions of this Contract and the imposition of Administrative Sanctions described in section FTA-14.6.

14.4 Reporting.

- 14.4.1 The CONTRACTOR will submit monthly progress reports to the COUNCIL reflecting its DBE participation through the CMS.
- 14.4.2 Upon award of a contract a representative from the COUNCIL will assign the DBE and Workforce Liaison a CMS user account and provide a CMS User Manual detailing the following guidelines.
- 14.4.3 All committed DBE subcontractors to be used on the contract must be entered into the CMS system.
- 14.4.4 All DBE billing, submitted during the reporting period, must be finalized and entered into CMS prior to submission of CONTRACTOR’S payment application.
- 14.4.5 Any changes to the DBE subcontractor list or their amounts must be entered into CMS. Changes include; DBE firms removed, DBE firms added, changes to subcontract amounts, and DBE credit adjustments.
- 14.4.6 All payments made to DBE firms must be finalized and entered into CMS within 10 days of receipt of payment from the COUNCIL.

14.4.7 Failure to submit this report in a timely manner will result in a penalty of \$10 per late day per report and may also result in the imposition of Administrative Sanctions under section FTA-14.6, pursuant to the COUNCIL's DBE policy and USDOT regulations. For the purposes of this section FTA-14.4, timely submittal means receipt in the contract compliance function of the COUNCIL's Office of Diversity and Equal Opportunity by the close of business on the fifteenth (15th) of the following month.

14.5 Review of Good Faith Efforts

14.5.1 The COUNCIL's Office of Equal Opportunity will review the CONTRACTOR's DBE progress reports to monitor and determine whether the utilization of DBE firms is consistent with the commitment of CONTRACTOR as stated in its proposal.

14.5.2 If it is determined that the CONTRACTOR's DBE utilization under the contract is not consistent with its commitment, the CONTRACTOR will be requested, in writing, to submit evidence of its good faith efforts to meet the commitment. The CONTRACTOR shall be given ten (10) working days to submit this documentation. Failure to respond shall place the CONTRACTOR in non-compliance and subject to imposition of Administrative Sanctions as described in section FTA- 14.6.

14.5.3 The CONTRACTOR's good faith efforts documentation will then be reviewed for accuracy, sufficiency and internal consistency. COUNCIL staff shall make a determination as to the adequacy of the CONTRACTOR's good faith efforts documentation and so inform the CONTRACTOR. If it is determined that the CONTRACTOR's good faith efforts documentation is acceptable, the CONTRACTOR will be deemed to be in compliance with the DBE program.

14.5.4 If it is determined that the CONTRACTOR's good faith efforts documentation is not acceptable, the CONTRACTOR will be notified and be deemed to be in non-compliance with the DBE program.

14.5.5 Non-compliance by the CONTRACTOR with the requirements of federal DBE regulations (49 CFR part 26) constitutes a breach of contract and may result in imposition of Administrative Sanctions as described in section FTA-14.6.

14.6 Administrative Sanctions.

14.6.1 If the COUNCIL deems the CONTRACTOR to be in non-compliance with the DBE requirements of this Contract, the COUNCIL will inform the CONTRACTOR in writing, by certified mail, that sanctions shall be imposed for failure to meet DBE utilization goals Professional Technical Services and/or failure to submit documentation of good faith efforts. The notice will state the specific sanction to be imposed.

14.6.2 The CONTRACTOR has five (5) working days from the date of the notice to file a written appeal to the COUNCIL's Regional Administrator. Failure to respond within the five (5) day period shall constitute a waiver of appeal. The Regional Administrator or designee, at his or her sole discretion, may schedule a hearing to gather additional facts and evidence and shall issue a final determination on the matter within five (5) working days of receipt of the

written appeal. There shall be no right of appeal to the COUNCIL's governing board.

- 14.6.3 Sanctions may include, without limitation: suspension of any payment or part due to the CONTRACTOR for work that was identified to be performed by a DBE at the time of contract award, or of any monies held by the COUNCIL as retained on the contract; denial to the CONTRACTOR (including its principal and key personnel) of the right to participate in future contracts of the COUNCIL for a period of up to three years; and/or termination of the contract for cause.

ARTICLE FTA-15. RESERVED

ARTICLE FTA-16. RESERVED

ARTICLE FTA-17. INTELLECTUAL PROPERTY RIGHTS

The requirements of this Article apply to all contracts for experimental, developmental, or research work purposes. Certain patent rights and data rights apply to all subject data first produced in the performance of this Contract. The CONTRACTOR shall grant the COUNCIL intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the CONTRACTOR may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the CONTRACTOR authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

- 17.1** The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

17.1.1 Any subject data developed under the Contract, whether or not a copyright has been obtained; and

17.1.2 Any rights of copyright purchased by the CONTRACTOR using Federal assistance in whole or in part by the FTA.

- 17.2** Unless FTA determines otherwise, the CONTRACTOR performing experimental, developmental, or research work required as part of this Contract agrees to permit

FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.

- 17.3** Unless prohibited by state law, upon request by the Federal Government, the CONTRACTOR agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the CONTRACTOR of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The CONTRACTOR shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- 17.4** Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- 17.5** Data developed by the CONTRACTOR and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the CONTRACTOR identifies those data in writing at the time of delivery of the Contract work.
- 17.6** The CONTRACTOR agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

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ARTICLE FTA-18. SAFE OPERATION OF MOTOR VEHICLES

18.1 Seat Belt Use.

The CONTRACTOR agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

- (1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles; and
- (2) Including a “Seat Belt Use” provision in each third party agreement related to this Contract.

18.2 Distracted Driving, Including Text Messaging While Driving.

The CONTRACTOR agrees to implement Executive Order No. 13513, “Federal Leadership on Reducing Text Messaging While Driving,” October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225); U.S. DOT Order 3902.10, “Text Messaging While Driving,” December 30, 2009; and U.S. DOT Special Provision pertaining to Distracted Driving by:

- (1) The CONTRACTOR agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle CONTRACTOR owns, leases, or rents, or a privately-owned vehicle when on official business in connection with this Contract or when performing any work for or on behalf of this Contract.
- (2) The CONTRACTOR agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- (3) The CONTRACTOR agrees to include the preceding “Distracted Driving, Including Text Messaging While Driving” provisions in each third party agreement related to this Contract.

ARTICLE FTA-19. TELECOMMUNICATIONS CERTIFICATION

CONTRACTOR certifies through the signing of this Contract that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), the CONTRACTOR does not and will not use any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The CONTRACTOR will include this certification as a flow down clause in any contract related to this Contract

**ARTICLE FTA-20. RESOLUTION OF DISPUTES, BREACHES, OR OTHER
LITIGATION**

20.1 When applicable contracts in excess of \$175,000, and all non-procurement transactions, as defined in 2 C.F.R. §§ 180.220 and 1200.220, in excess of \$25,000 will contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures. Specific language for dispute resolution will be provided in any resultant contract of the successful proposer.

20.2 Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the Contractor must promptly notify the Council and FTA's Region 5 Office's FTA Chief Counsel and Regional Counsel. The Contractor must include these requirements as a flow down clause in any subcontract related to this Contract.

20.2.1 The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

END OF DOCUMENT

EXHIBIT “C”

U.S. DEPARTMENT OF TRANSPORTATION

**GENERAL TERMS AND CONDITIONS UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL (“SS4A”)
GRANT PROGRAM:
FHWA PROJECTS**

Revision date: March 28, 2023

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) established the Safe Streets and Roads for All (SS4A) Discretionary Grant Program (BIL Section 24112) and appropriated funds to the United States Department of Transportation (the “USDOT”) under Division J, Title VIII of BIL to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives.

The USDOT published a Notice of Funding Opportunity (the “NOFO”) to solicit applications for Federal financial assistance in Fiscal Year 2022 for the SS4A Discretionary Grant Program (87 Fed. Reg. 31606 (May 24, 2022; subsequently amended in 87 Fed. Reg. 47818 on August 4, 2022).

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2022 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through D are project-specific attachments.

ARTICLE 7 PURPOSE

- **Purpose.** The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micro mobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:
 - timely completing the Project; and
 - ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

ARTICLE 8 USDOT ROLE

8.1 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT’s administration of the SS4A Grant Program.

- (b) The Federal Highway Administration (the “**FHWA**”) will administer this grant agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FHWA.

8.2 USDOT Program Contacts.

FHWA Safe Streets and Roads for All
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue SE
HSA-1, Mail Drop E71-117
Washington, DC 20590
SS4A.FHWA@dot.gov
(202) 366-2201

and

[enter FHWA Division Office lead point of contact]
[enter address]
[enter email address]
[enter telephone]

ARTICLE 9 RECIPIENT ROLE

9.1 Statements on the Project. The Recipient states that:

- (1) all material statements of fact in the Grant Application were accurate when that application was submitted; and
- (2) Attachment B documents all material changes in the information contained in that application.

9.2 Statements on Authority and Capacity. The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) It has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant’s jurisdiction; if applicable.
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;
- (4) not less than the difference between the “Total Eligible Project Cost” and the “SS4A Grant Amount” listed in section 3.3 are committed to fund the Project;

- (5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the recipient's jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and
- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 24.7 on behalf of the Recipient.

9.3 USDOT Reliance. The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

9.4 Project Delivery.

- a. The Recipient shall complete the Project under the terms of this agreement.
- b. The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.
- c. The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient's compliance with all applicable laws, regulations, and policies.
- d. The Recipient shall provide access to records as provided at 2 CFR 200.337.

9.5 Rights and Powers Affecting the Project.

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

9.6 Notification of Changes to Key Personnel. The Recipient shall notify all USDOT representatives who are identified in Section 4.4 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.3.

ARTICLE 10
AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

10.1 Federal Award Amount The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in Section 2.2 as the SS4A Grant Amount.

10.2 Federal Obligations.

This agreement obligates for the period of performance listed in section 2.3 of the grant agreement.

10.3 Budget Period

The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, “budget period” is used as defined at 2 C.F.R. 200.1.

10.4 Period of Performance.

- (a) The period of performance for this award begins on the effective date of award listed in page 1 item 2 and ends on the period of performance end date that is listed in Section 2.3.
- (b) In this agreement, “period of performance” is used as defined at 2 C.F.R. 200.1.

ARTICLE 11
STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

11.1 Notification Requirement. The Recipient shall notify all USDOT representatives who are identified in section 4.4 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient’s plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.

11.2 Statement of Work Changes. If the Project’s activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.

11.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant dates:

- (1) a substantial completion date for the Project or a component of the Project is listed in section 3.2 and the Recipient’s estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or
- (2) a schedule change would require the period of performance to continue after the period of performance end date listed in section 2.3.

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

11.4 Budget Changes.

- (a) Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient’s obligation under this agreement to complete the Project; and
 - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project’s budget to the amounts listed in section 3.3:
 - (1) the “Non-Federal Funds” amount decreases; or
 - (2) the “Total Eligible Project Cost” amount decreases.
- (c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.
- (d) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs.
- (e) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3 and either the Recipient does not make a proposal under section 11.4(d) or the USDOT does not accept the Recipient’s proposal under section 11.4(d), then:
 - (1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs; and
 - (2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, “**Federal Share**” means the sum of the “SS4A Action Plan or Implementation Grant Amount” and the “Other Federal Funds” amounts that are listed in section 3.3.

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

- 11.5 USDOT Acceptance of Changes.** The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

ARTICLE 12 GENERAL REPORTING TERMS

- 12.1 Report Submission.** The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.4. Reports will be added to a central repository maintained by FHWA.
- 12.2 Alternative Reporting Methods.** FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.
- 12.3 Paperwork Reduction Act Notice.**

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the “OMB”). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

ARTICLE 13 PROGRESS AND FINANCIAL REPORTING

- 13.1 Quarterly Program Performance Reports.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, August 20th, and December 20th) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Project Progress Report in the format and with the content described in Exhibit C (SF-PPR). If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Project Progress Report in the second calendar year that begins after the date of this agreement.
- 13.2 Quarterly Financial Status.** Quarterly, on or before the 20th day of the first month of each calendar year, the Recipient shall submit a Federal Financial Report using SF-425.

ARTICLE 14 PERFORMANCE REPORTING

14.1 Baseline Performance Measurement. If the Designation in Section 2.5 is “Implementation,” then:

- (1) the Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and
- (2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.

14.2 Section 24112(h) Report: The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report that describes, consistent with section 24112(g) of BIL:

- (1) the costs of carrying out the project;
- (2) the outcomes and benefits that each eligible project generated as identified in the grant application and measured by data to the maximum extent practicable (i.e. number of fatalities and serious injuries that occurred within the limits of the project location); and
- (3) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

14.3 Performance Measurement Information.

For each performance measure that is identified in the Performance Measure Table in Attachment A, not later than January 31 of each year that follows a calendar year within the period of performance during which data was collected, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

14.4 Performance Reporting Survival.

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

14.5 Program Evaluation.

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

ARTICLE 15 NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations.

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
 - (1) accept the remedy;
 - (2) acknowledge the noncompliance, but propose an alternative remedy; or
 - (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The USDOT may make a final determination of noncompliance only:
 - (1) after considering the Recipient's response under section 15.1(b); or
 - (2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the bases for that determination.

15.2 Remedies.

- (a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
- (b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.

- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

15.3 Other Oversight Entities.

Nothing in this article 15 limits any party’s authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 16 AGREEMENT TERMINATION

16.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
 - (1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.2 table (a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
 - (2) a construction start date for the Project or Strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (3) a substantial completion date for the Project or Strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
 - (5) the USDOT determines that termination of this agreement is in the public interest.
 - (6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 16.1 does not limit the USDOT’s ability to terminate this agreement as a remedy under section 15.2.
- (d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

16.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, “**Project Closeout**” means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

16.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT’s authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events.

- (a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient’s obligations under this agreement.

16.5 Other Remedies. The termination authority under this article 16 supplements and does not limit the USDOT’s remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 17 MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(d).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

17.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

- (c) The Recipient shall separately identify expenditures under the fiscal year 2022 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
- (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including “FY 2022” in the program name; and
 - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2022” in column c (“Additional Award Identification”).

17.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

17.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 18 CONTRACTING AND SUBAWARDS

18.1 Build America, Buy America. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021) and Office of Management and Budget (OMB) Memorandum M-22-11, “Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- 2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

Definitions

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Primarily iron or steel” means that the cost of the iron and steel content in the article, material, or supply exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

“**Project**” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

- (a) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), as implemented by OMB, USDOT, and FHWA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
 - (b) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.
- 18.2 Small and Disadvantaged Business Requirements.** The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 (“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”).
- 18.3 Engineering and Design Services.** The Recipient shall award each contract or sub- contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 CFR 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.
- 18.4 Foreign Market Restrictions.** The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.
- 18.6 Recipient Responsibilities For Subawards.** If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.
- 18.7 Subaward and Contract Authorization.**

If the USDOT Office for Subaward and Contract Authorization identified in section 5.1 is “FHWA Office of Acquisition and Grants Management,” then the Recipient shall obtain prior written approval from the USDOT agreement officer for the subaward or contracting out of any work under this agreement for Action Plan awards. This provision does not apply to the acquisition of supplies, material, equipment or general support services. That approval will be contingent upon a fair and reasonable price determination on the part of the Recipient and the agreement officer’s concurrence on that determination.

ARTICLE 19

COSTS, PAYMENTS, AND UNEXPENDED FUNDS

- 19.1 Limitation of Federal Award Amount.** Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

19.2 Projects Costs. This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

19.3 Timing of Project Costs.

- (a) The Recipient shall not charge to this award costs that are incurred after the period of performance.
- (b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement, unless there has been an approval pre-award costs under 2 C.F.R. 200.458. pre-award costs under 2 C.F.R. 200.458.

19.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

19.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

19.6 Timing of Payments to the Recipient. When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

19.7 Payment Method. The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

19.8 Information Supporting Expenditures

(a) If the USDOT Payment System identified in section 5.2 is “DELPHI eInvoicing,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 270 (Request for Advance or Reimbursement), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

19.9 Reimbursement Frequency. If the USDOT Payment System identified in section 5.2 is “DELPHI eInvoicing,” then the Recipient shall not request reimbursement more frequently than monthly.

ARTICLE 20

LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

- (a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.
- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 21 AGREEMENT MODIFICATIONS

21.1 Bilateral Modifications. The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

21.2 Unilateral Contact Modifications.

- (a) The USDOT may update the contacts who are listed in sections 4.4 by written notice to all of the Recipient contacts who are listed in section 4.3.

21.3 USDOT Unilateral Modifications.

- (a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
- (b) To unilaterally modify this agreement under this section 21.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

21.4 Other Modifications. The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, or 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

ARTICLE 22 CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

22.1 Climate Change and Environmental Justice. Consistent with Executive Order 14008, “Tackling the Climate Crisis at Home and Abroad” (Jan. 27, 2021), Attachment C documents the consideration of climate change and environmental justice impacts of the Project.

ARTICLE 23 RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

23.1 Racial Equity and Barriers to Opportunity. Consistent with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” (Jan. 20, 2021), Attachment D documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

ARTICLE 24

FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

24.1 Uniform Administrative Requirements for Federal Awards. The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

24.2 Federal Law and Public Policy Requirements.

- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
- (b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

24.3 Federal Freedom of Information Act.

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
- (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

24.4 History of Performance. Under 2 C.F.R. 200.206, any Federal awarding agency may consider the Recipient's performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

24.5 Whistleblower Protection.

- (a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related to this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

24.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:
 - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
 - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
 - (3) 2 C.F.R. 175.15(b): Trafficking in Persons; and
 - (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

- (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
- (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
- (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 C.F.R. part 32: Government wide Requirements for Drug-free Workplace (Financial Assistance).

24.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 25 ASSIGNMENT

25.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 26 WAIVER

26.1 Waivers.

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.
- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.
- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 27 ADDITIONAL TERMS AND CONDITIONS

27.1 Effect of Action Plan or Implementation Plan. Based on information that the Recipient provided to the USDOT, including the Technical Application, at indicated in section 2.5, this agreement designates this award as an Action Plan award or a Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

27.2 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

27.2 Environmental Review

(a) In this section, “**Environmental Review Entity**” means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FHWA.

(b) Except as authorized under section 27.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity’s actions under section 27.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

(2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:

(1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or

(2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).

(g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

27.4 Railroad Coordination. If the agreement includes one or more milestones identified as a “Railroad Coordination Agreement,” then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date

identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

27.5 Relocation and Real Property Acquisition.

- (a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. part 24 subpart E.

27.6 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section 27.6 for all tiers of subawards under this award.

ARTICLE 28 MANDATORY AWARD INFORMATION

28.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 30.2;
- (2) the “Assistance Listings Number” is 20.939 and the “Assistance Listings Title” is “Safe Streets and Roads for All Grant Program”; and
- (3) this award is not for research and development.

ARTICLE 29 CONSTRUCTION AND DEFINITIONS

29.1 Attachments. This agreement includes the following attachments as integral parts: Attachment A

Performance Measurement Information

Attachment B Changes from Application

Attachment C Racial Equity and Barriers to Opportunity Attachment D

Climate Change and Environmental Justice Impacts Attachment E Labor and Workforce

Attachment F Critical Infrastructure Security and Resilience

29.2 Exhibits. The following exhibits, which are in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2022 SS4A Grant Program”, dated February 8, 2023, and available at [URL to be inserted when posted online], are part of this agreement.

Exhibit A Applicable Federal Laws and Regulations Exhibit B
Additional Standard Terms

Exhibit C Quarterly Project Progress Reports and Recertifications: Format and Content

Exhibit D Form for Subsequent Obligation of Funds

29.3 Construction. If a provision in the exhibits or the attachments conflicts with a provision in articles 1–30, then the provision in articles 1–30 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

29.4 Integration. This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

29.5 Definitions. In this agreement, the following definitions apply:

“**Program Statute**” means the BIL section 24112 and statutory text under the heading “Safe Streets and Roads for All Grants” in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement, including article 3 and Attachments A–D.

“**SS4A Grant**” means an award of funds that were made available under the NOFO.

“**Grant Application**” means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 30

AGREEMENT EXECUTION AND EFFECTIVE DATE

30.1 Counterparts. This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

30.2 Effective Date. The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT’s authorized representative signs it.

EXHIBIT “D”

CITY EXECUTED GRANT AGREEMENT

1. **Award No.**
693JJ32340533
2. **Effective Date**
See No. 17 Below
3. **Assistance Listings No.**
20.939
4. **Award To**
City of Mount Dora

Unique Entity Id.: KRYJPNM9B9M7
TIN No.: 59-6000380
5. **Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590
6. **Period of Performance**
24 months from effective date of award
7. **Total Amount**
Federal Share: \$160,000
Recipient Share: \$40,000
Other Federal Funds: \$0
Other Funds: \$0
Total: \$200,000
8. **Type of Agreement**
Grant
9. **Authority**
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)
10. **Procurement Request No.**
HSSP230260PR
11. **Federal Funds Obligated**
\$160,000
12. **Submit Payment Requests To**
See article 20.
13. **Payment Office**
See article 20.
14. **Accounting and Appropriations Data**
15X0173E50.0000.055SR10500.5592000000.41010.61006600.0000000000.0000000000.0000000000.0000000000
15. **Description of Project**

City of Mount Dora, FL Safe Streets and Roads for All Action Plan Grant Application

RECIPIENT

16. Signature of Person Authorized to Sign



Signature
Name: Crissy Stile
Title: Mayor
Date: SEPT 21, 2023

FEDERAL HIGHWAY ADMINISTRATION

17. Signature of Agreement Officer

Signature
Name: Okpemitritse (Torishay) Onuwaje
Title: Agreement Officer
Date: _____

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the [United States Department of Transportation (the “USDOT”)] [Federal Highway Administration (the “FHWA”) and the City of Mount Dora (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the. City of Mount Dora, FL Safe Streets and Roads for All Action Plan Grant Application

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated March 28, 2023, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: City of Mount Dora, Florida Action Plan Application

Application Date: 9/15/2022

2.2 Award Amount.

SS4A Grant Amount: \$160,000

2.3 Award Dates.

Period of Performance End Date: See Section 6 on page 1.

2.4 Budget Period

Budget Period End Date: See Section 6 on page 1.

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

2.6 Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The award will be used by the City of Mount Dora to develop a comprehensive safety action plan.

3.2 Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	2/28/2025
Planned Action Plan Completion Date:	4/30/2025
Planned Action Plan Adoption Date:	6/30/2025
Planned SS4A Final Report Date:	8/31/2025

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$160,000
Other Federal Funds:	0
State Funds:	0
Local Funds:	\$40,000
In-Kind Match:	0
Other Funds:	0
Total Eligible Project Cost:	\$200,000

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$160,000	\$40,000	\$200,000
Other	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Total Budget	\$160,000	\$40,000	\$200,000

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

KRYJPNM9B9M7

4.2 Recipient Contact(s).

George Marek
Director of Public Works
City of Mount Dora
900 N. Donnelly Street, Mount Dora, FL 32757
(352) 630-8164
marekg@cityofmoundora.com

4.3 Recipient Key Personnel.

Name	Title or Position
George Marek	Director of Public Works

4.4 USDOT Project Contact(s).

Darren Thacker
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
HSSA-1, Mail Stop: E71-117
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 366-6409
darren.thacker@dot.gov

and

Hector R. Santamaria
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-310
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(202) 493-2402
hector.santamaria@dot.gov

and

Ashley M. Cucchiarelli
Agreement Specialist (AS)
Office of Acquisition and Grants Management
HCFA-33, Mail Stop E62-204
1200 New Jersey Avenue, S.E.
Washington, DC 20590
(720) 963-3589
ashley.cucchiarelli@dot.gov

and

Lina Maldonado
Agreement Officer's Representative (AOR)
District Transportation Engineer
400 W Washington St 4200
Orlando, FL 32801
407-867-6401
lina.maldonado@dot.gov

and

Jamie Christian
Florida Division Office Point of Contact
3500 Financial Plaza Suite 400
Tallahassee, FL 32312
850-553-2202
florida.fhwa@dot.gov

ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "**AOR**") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,

Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: Agreement Specialist

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section [wherever the date it is in this agreement].
- 6.2** The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.
- 6.3** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.4** There are no other special grant requirements for this award.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: City of Mount Dora, Florida

Baseline Measurement Date: 12/1/2023

Baseline Report Date: 2/1/2024

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

**ATTACHMENT B
CHANGES FROM APPLICATION**

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope: No change.

Schedule: No change.

Budget: No change.

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds	0	0	0	0
Non-Federal Funds	0	0	0	0
Total Previously Incurred Costs	0	0	0	0
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
X	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

It is a goal of the Project to improve racial equity and reduce barriers to opportunity. This will be part of the scope of work assigned to our action plan consultant. The effort will be evident in the various projects proposed in our action plan.

EXHIBIT “E”

ZOOM MEETING ACCESS INFORMATION

Solicitation Opening via ZOOM:

Join Zoom Meeting

<https://us06web.zoom.us/j/82442230534?pwd=RnLKaaGwD8hCdsCalZV6fYzESVFCoa.1>

Meeting ID: 824 4223 0534

Passcode: 702938

One tap mobile

+13052241968,,82442230534#,,, *702938# US

+13092053325,,82442230534#,,, *702938# US

Dial by your location

- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 301 715 8592 US (Washington DC)
- +1 669 444 9171 US
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 720 707 2699 US (Denver)
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US

EXHIBIT B

Halff Associates - Response to RFQ #24-PW-015



July 31, 2024

CITY OF MOUNT DORA

Vision Zero Safety Action Plan SS4A | RFP #24-PW-015

[halff.com](https://www.halff.com)

November 4, 2024 City Council Regular Session Agenda Packet



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July 31, 2024

City of Mount Dora
510 N Baker St.
Mount Dora, FL 32757

Contact Information

Gary Phillips, AICP
Project Manager
O: 850.509.7983
E: gphillips@halff.com



RE: RFQ #24-PW-015 | Engineering Services - Vision Zero Safety Action Plan SS4A

Dear Members of the Evaluation Committee:

Between January 1, 2019, and December 31, 2023, the City of Mount Dora experienced traffic incidents that led to 14 deaths and 85 severe injuries. Such traffic-related tragedies deeply affect our communities. For four decades, Halff has partnered with many municipalities and their surrounding communities to implement safety improvements that establish a lasting foundation for community identity, functionality, and improved quality of life. Severe and fatal traffic crashes are preventable, and by completing this important study, the City of Mount Dora is demonstrating its commitment to making transportation safer for residents and visitors. The Safe Streets for All (SS4A) initiative represents a data-informed, thorough, and practical strategy to bolster safety for all who use the City's transport network, aiming to realize the ambitious safety objective of eliminating all fatalities and serious injuries by 2040.

Gary Phillips, AICP, will lead the Halff team with more than 30 years of experience in transportation planning, community engagement, and traffic studies. His extensive experience makes him the perfect candidate to guide our team using the S.A.F.E. methodology (Seek and Identify, Analyze, Find Solutions, and Engage). Our enclosed submission highlights our proven methods, recent relevant experiences, the qualifications of our skilled staff, our comprehensive in-house capabilities, and introduces our subconsultant, **ATG**. ATG has been a key partner on transportation planning and safety studies for the past 15 years and they align with our dedication to providing high quality services. At Halff, we adopt logical and feasible strategies for our projects, infusing them with creative solutions and prioritizing cost-effectiveness throughout the project life-cycle. We encourage you to contact our client references, who can attest to the effectiveness of our approach.



LOCAL KNOWLEDGE

Halff not only has a strong local relationships, but our firm has an extensive history working with the City of Mount Dora and it's neighboring communities.



EFFICIENCY

As a full service firm with readily available local resources, Halff has the ability to deploy internal crews quickly and work efficiently throughout the project.



COMMITMENT

We commit to being responsive and receptive to the City's needs and will make certain your goals of time, budget, quality, and community commitment are met.

The Halff team brings a wealth of SS4A experience and looks forward to partnering with the City of Mount Dora to successfully deliver a study that establishes a solid foundation for reaching the 2040 goal of zero roadway fatalities and serious injuries.

Sincerely,



Duane Booth, PE
Principal-in-Charge



Gary Phillips, AICP
Project Manager

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I. Approach to the Project

While traffic crashes may seem to be an unavoidable fact of life, they represent preventable tragedies that can be reduced or eliminated through innovative design, strategic policies, and committed local leadership. The transportation network in Mount Dora should be safe and effective for all users, and through the Safe Streets and Roads for All (SS4A) program, based on the Safety Equity Approach described in the Understanding Section, the city is taking a step toward a safer Mount Dora.

The Halff team will use our S.A.F.E. Approach to achieve Safety Equity in Mount Dora. This four layered approach is the foundation for a robust and inclusive planning process that delivers a clear vision and data driven solutions to the City of Mount Dora. Halff's approach provides comprehensive crash data collection and analysis but also involves community interaction and engagement to allow input from residents, and opportunities for communities to provide their unique perspective. During the community engagement process, Halff merges the technical information and community information to form the basis of the conclusions and recommendations.

Our overall approach is broken down into the following ten tasks:

- Task 1: Project Management/ Initiation
- Task 2: Leadership Commitment and Goal Setting;
- Task 3: SS4A Action Planning Structure
- Task 4: Data Collection and Safety Analysis
- Task 5: Engagement and Collaboration
- Task 6: Equity Considerations
- Task 7: Policy and Process Changes
- Task 8: Strategy and Project Selection
- Task 9: Progress and Transparency
- Task 10: SS4A Action Plan

Upon completion of the project, Mount Dora will have a Final SS4A Vision Zero Safety Action Plan, vetted by the community, stakeholders and a Project Steering Committee. The document will represent a shared understanding and agreed upon safety vision for the city of Mount Dora to follow. In addition, the city will have a safety toolkit that lists different potential countermeasures for future projects, an interactive dashboard, and annual report card.



TASK 1 PROJECT MANAGEMENT/ INITIATION

Halff will develop a Project Management Plan (PMP) describing the overall approach and methodology to completing the Vision Zero Safety Action Plan (SAP). The PMP will incorporate relevant changes made to the scope of work accepted by the City during contract negotiations. The PMP will identify:

- Work organization
- Responsibilities
- Coordination
- Communication procedures
- Schedule
- Project branding
- Memorandum and report formats
- Graphic production standards
- Quality control (QC) procedures
- Project schedule

The PMP is a living document and updated as appropriate during the life of the project.

Task 1.1: Establish Kick-off Meeting

The Halff team will schedule a Kick-Off meeting within 30 days of Notice-to-Proceed (NTP) with the City's project team. We will prepare an agenda, sign-in sheets, handouts, and a brief PowerPoint presentation to maintain productivity.

DELIVERABLES:

- ✓ Kickoff meeting agenda, notes, and PowerPoint presentation
- ✓ PMP

- ✓ **Quality Assurance/Quality Control (QA/QC) Plan**
- ✓ **Project schedule with key events and milestones**

Task 1.2: Conduct Progress Meeting

The Halff team will facilitate monthly progress meetings with the City of Mount Dora's project team and other relevant staff. We will provide an agenda before each meeting and meeting minutes afterward. Gary Phillips, AICP, Project Manager, will manage the study, coordinate with our subconsultant, oversee all documentation, and serve as a single point of contact for the City's project manager.

Task 1.3: Project Coordination and Invoicing

Halff will prepare monthly invoices and progress reports in accordance with City of Mount Dora's invoicing and reporting requirements. Halff currently works with the City and is familiar with the City's specific invoicing requirements. Halff invoices will be provided with summary of work performed, upcoming tasks, or milestones, and status of scope and schedule.

DELIVERABLES:

- ✓ **Study Review Committee meeting agendas, notes, materials, and presentations**
- ✓ **Project meetings with City of Mount Dora, agendas, and notes**
- ✓ **Monthly progress reports, monthly invoices with backup**
- ✓ **Scheduling and deliverables**

TASK 2 LEADERSHIP COMMITMENT AND GOAL SETTING



This task will involve coordinating with and providing information to City leaders and stakeholders, necessary

to foster support and encourage a consensus to meeting the goals of the SAP.

Task 2.1: Develop Goals, Objectives and Performance Measures

Based on assessment of existing programs, policies, and other relevant documents and input from the policy makers, stakeholders, task force group and in consultation with City staff, the Halff team will develop goals, objectives, and performance measures.

Task 2.2: Develop Commitment Documentation

The Halff team will prepare the necessary resolution or other required documentation to adopt targets for safety performance measures.

Task 2.3: Assist Staff with Presentations to Leadership

The Halff team will assist City staff with preparing and presenting SAP updates throughout the study period.

DELIVERABLES:

- ✓ **Goals, objectives, and performance measures**
- ✓ **City resolution adopting safety performance measures**
- ✓ **Prepare presentations and attend up to three City Council meetings**

TASK 3 SS4A ACTION PLANNING STRUCTURE

This task involves identifying key stakeholders and Project Steering Committee (PSC) members for recommendation to the City Council.

Task 3.1: Develop Committee

The Halff team, with the assistance of City Staff, will identify and enlist relevant parties to participate in the SAP PSC, including but not limited to:

- Elected officials or designated representatives
- Jurisdiction Planning/Public Works staff
- Health and Human Services
- Law Enforcement/Public Safety (CHP, Sheriff, Police and Fire)
- Education - Office of Education/Unified School Districts
- Lake County
- FDOT District 5
- Advocates - Bicycle and Pedestrian Coalition

- Local businesses – Chamber of Commerce
- Community Based Organizations
- Residents from identified Disadvantaged Communities
- Representatives from historically marginalized communities and Senior Living communities

Task 3.2: Prep and Conduct Committee Meetings

The Halff team will prepare agendas, presentations and other meeting materials for review and approval by City staff ten days prior to committee meetings.

Task 3.3: Documentation

The Halff team will provide meeting minutes documenting outcomes, decisions, and actions resulting from PSC meetings.

DELIVERABLES:

- ✓ Create PSC
- ✓ Facilitate and attend three PSC meetings
- ✓ Prep and document PSC meetings

TASK 4 DATA COLLECTION AND SAFETY ANALYSIS

Our team will review and document all existing, proposed, and planned data and studies along with the functional and context classification network (collectors and arterials). The team will also collect and evaluate data relevant to safety performance and equity. This includes:

- Crash data
- Traffic volume data
- Roadway characteristic data (e.g., intersection control, number of vehicle lanes, volume, posted speed)
- Land use data (e.g., locations of schools and transit stops)
- Demographic data

This helps us to create a holistic project geodatabase containing relevant data sets to be used to later develop project recommendations.

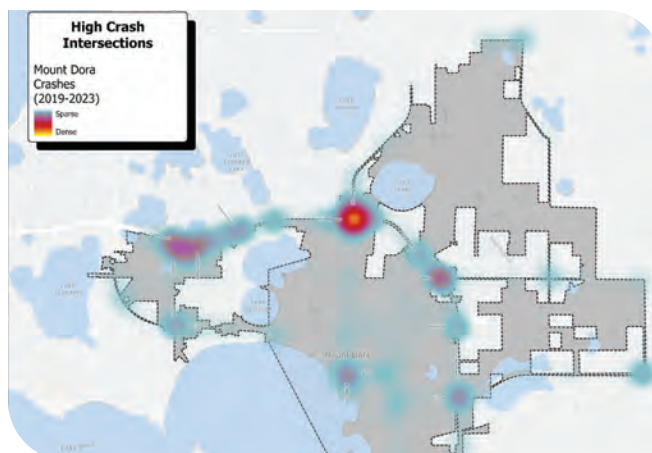
The number of years included in the crash data analysis is a critical consideration. Based on FDOT crash data guidance, it is recommended to retrieve data from the last five complete calendar years, as well

as data from the current year up to the day before the data is accessed. It is important to note Signal 4 (S4) will not contain crashes less than 60 days old from the date data is obtained.

Task 4.1: Five-Year Crash Analysis

We recommend obtaining crash data from January 1, 2019, through December 31, 2023, (five full calendar years) in addition to the data from January 1, 2024, to May 31, 2024. The 2024 crash data will be used by our team to verify crash trends and patterns from the 2019-2023 data set. The City of Mount Dora Five-Year crash data from S4 for total crashes, serious injuries and fatalities is shown in the table and heat map found below.

Year	Total Crashes	Serious Injuries	Fatalities
2024	259	1	0
2023	672	10	3
2022	736	11	2
2021	693	16	3
2020	681	16	4
2019	825	32	2
Total	3,866	86	14



Once the crash data is obtained, the team will prepare a geolocated crash database based on the collected crash data. Crashes will be automatically geolocated coming from S4, but will be reviewed and “cleaned” to verify the correct type of fatal/serious injury crash. All data cleaning steps used to create the crash dataset will be thoroughly documented to allow replication of analysis going forward. As part of the data cleaning effort, the team will work with the Florida Highway Patrol, Lake County Sheriff’s Office, and City Police Department to cross-reference and verify fatality data as needed.

Systemic Safety Analysis: The systemic approach is founded on the principle that while low-frequency/high-severity crash locations may seem random, the contributing factors behind these crashes are predictable and can be addressed.

This type of proactive analysis is foundational to the Safe System Approach. This analysis will identify characteristics across the regional network that correlate with fatal and serious injury crashes for each mode, even if the crashes are not geographically concentrated. These characteristics could include roadway features (e.g., lack of paved shoulder, lack of pedestrian infrastructure), driver behaviors (e.g., speeding), or external conditions (e.g., weather, time of day).

Task 4.2: Documentation

After analyzing the data, the Halff team will identify and evaluate safety risks. They will also provide a curated set of potential safety treatments and strategies to address minimizing the high-risk events. These treatments and strategies will include crash predictions directly correlated to conflict types. The team will also provide a comprehensive Safety Report at each high incident rate location. Similar to a road safety audit, these reports identify risks and potential mitigations, but are designed to be quantitative.

These reports are designed to present multiple countermeasure options and strategies, rather than a single engineering recommendation for each location. The countermeasures range from low-cost, quick-fix treatments to longer-term signalization, roundabout, or roadway reconfiguration countermeasures.

DELIVERABLES:

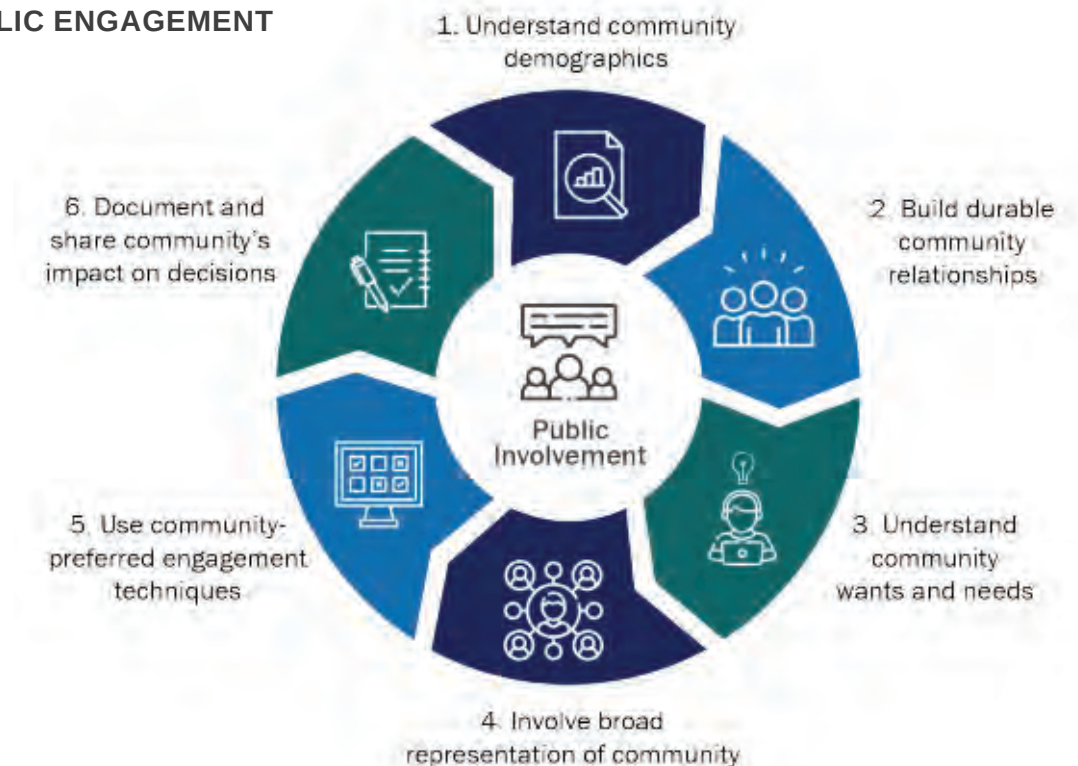
- ✓ City collision data analysis summary for the most recent five years of available data
- ✓ City High Injury Network (HIN) map for vehicular and bike/pedestrians
- ✓ Comprehensive safety reports

TASK 5 ENGAGEMENT AND COLLABORATION

Task 5.1: Community Engagement Plan

Under this task, the Halff team, in consultation with the City, will develop a Community Engagement Plan. This plan will include scheduled community outreach meetings, stakeholder meetings, data gathering methods and the integration of collected information. The engagement strategy will be robust and focused

FEATURES OF MEANINGFUL PUBLIC ENGAGEMENT



on two-way communication. The strategy includes all aspects, including the public (focusing on underserved populations), stakeholders, city staff, and elected and appointed officials. Engagement efforts will be designed so the Halff team can receive critical information from these groups while providing updates regarding the study's progress.

This will be accomplished through two strategic tactics: Acquisition and Dissemination. Another description would be the project engagement strategy is a “push/pull” concept where information is acquired (pull) and information is distributed (push). This approach combines traditional in-person and interactive online digital engagement to connect to the entire community, rather than just the typical participants.

The Halff team will conduct three rounds of public engagement meetings as well as stakeholder meetings as described below.

Task 5.2: Meeting Prep

The Halff team will prepare for all engagement meetings, including coordinating logistics, inviting participants, and gathering necessary materials.

Task 5.3: Round 1 Meeting

This task involves conducting the first round of in-person meetings with community members to present project information, gather feedback, and address concerns.

Task 5.4: Round 2 Meeting

Similarly, this task involves conducting the second round of in-person meetings to provide updates, gather additional feedback, and maintain ongoing community involvement.

Task 5.5: Round 3 Meeting

This task involves conducting the final round of in-person meetings to present the project's progress, address any outstanding concerns, and gather final feedback from the community.

Task 5.6: Stakeholder Meetings

The Halff team will support the city staff with organizing and conducting meetings with stakeholders who have a vested interest in the project, including local businesses, organizations, and agencies.

Task 5.7: Documentation

The Halff team will document the public engagement and stakeholder meeting outcomes, feedback, and suggestions.

DELIVERABLES:

- ✓ **Community Engagement Plan**
- ✓ **Stakeholder Contact List/Participant confirmation**
- ✓ **Stakeholder and Public Engagement calendar/schedule**
- ✓ **Maps, visuals and collateral, and meeting notes/summaries for all meetings**
- ✓ **City Safety Plan Webpage with map-based tool for public feedback and information distribution**
- ✓ **Summary analysis of Public/Stakeholder feedback including comment matrix and community-driven projects list, as an Appendix**
- ✓ **Summary (Matrix) cross reference of projects with public comments**
- ✓ **Organize and attend three rounds of Public Engagement Meetings and Stakeholder Meetings**



TASK 6 EQUITY CONSIDERATIONS

Equity is an important component of the SAP, informing much of the approach for identifying the High Injury Network (HIN), conducting engagement, and prioritizing projects. The SS4A program emphasizes the use of inclusive and representative processes, using data sets provided by the USDOT, along with the American Community Survey (ACS) data, the Halff team will review and document a variety of population characteristics including race and ethnicity, income, housing, age and disability, vehicle ownership and LEP.

The main datasets used pertaining to equity are summarized in table below.

Data	Source, Year	Use
Historically Disadvantaged Communities	USDOT, 2021	Preliminary evaluation, engagement, project prioritization criteria
Areas of Persistent Poverty	USDOT, 2021	Preliminary evaluation, engagement, project prioritization criteria
Minority Populations	ACS, 2021	Project prioritization criteria
Vehicle Ownership	ACS, 2021	Project prioritization criteria

Task 6.1: Equity Analysis

Upon collecting the equity information from the datasets above, the Halff team will assess the impact of the projects on various demographic groups to achieve equitable outcomes in safety improvements.

Task 6.2: Documentation

The Halff team will document the findings of the equity analysis, highlighting any disparities or recommended actions to promote equity in the project.

DELIVERABLES:

- ✓ Equity Analysis (Technical Memorandum)

TASK 7 POLICY AND PROCESS CHANGES

The purpose of this task is to align the SAP goals with prior planning efforts and make sure the potential objectives and performance measures are consistent with local and regional policies and guidelines.

Task 7.1: Review Current Policies and Processes to Address Safety

The Halff team will collect and review existing programs, policies, and activities, and provide a summary of current efforts to address transportation safety in the City of Mount Dora. The team will also review strategies employed by other cities and counties to address safety, identify programs with evidence of measurable success, and provide an assessment of the most effective and efficient methods used to achieve outcomes. The Halff team will review at a minimum the following documents:

- Comprehensive Plan
- Vision Update and EAR Report
- Trails Master Plans
- Parks and Recreation Master Plan
- Engineering Standard Plans
- Capital Improvement Programs
- Regional Transportation Plan
- MPO UPWP
- Transportation Improvement Program
- CRA Redevelopments Plans

Task 7.2: Develop Recommended Changes

The Halff team will summarize contents and key transportation and safety elements of the aforementioned documents in a Technical Memorandum.

DELIVERABLES:

- ✓ Technical Memorandum summarizing existing conditions and relevant policies, programs, and practices

TASK 8 STRATEGY AND PROJECT SELECTION

Safety is for Everyone



The built environment plays a major role in roadway safety. Improper design, lack of bicycle and pedestrian facilities, and neglected maintenance are just a few of the infrastructure-related factors that may contribute to deadly crashes. To address issues such as these, the SAP will develop a prioritized list of critical local projects to be evaluated and scored using targeted criteria influenced by the priorities of the SS4A program.

Task 8.1: Project Prioritization Criteria

The Halff team will develop criteria and guidelines for prioritizing safety projects for the 20 highest crash locations. Focusing on the 20 highest crash locations will provide guidance and strategies to address all crash locations when funding becomes available. In recognition of the USDOT's focus on improving equity and eliminating barriers to opportunity in underserved communities, criteria related specifically to safety and equity may be given a higher weight, serving to bring these projects to the top of the list.

Task 8.2: Develop Projects to Improve Safety at Top 20 High Crash Locations

The Halff team will conduct field reviews for each of the 20 highest crash locations and identify potential countermeasures to address specific safety concerns and issues. Projects may include multimodal enhancements related to sidewalks, multi-use paths, crosswalk enhancements, and safety countermeasures.

Task 8.3: Develop Area Wide Strategies to Address Identified Safety Issues

In addition to projects identified in Task 8.2, area wide strategies and actions will be developed as part of the SAP. These strategies will be reflective of safety concerns identified through data collection, crash analysis, and community and stakeholder engagement. The assessment of current policies and plans will be used to identify opportunities to improve processes and develop strategies reflective of the region's needs.

Task 8.4 Documentation with Stages Improvement SS4A Action Plan

Following the prioritization process, the Top 20 high crash locations will be placed in a matrix that identifies the potential project activities, responsible agency, and implementation ranges from short term (one-three years) to medium term (three to five years), depending on available funding.



DELIVERABLES:

- ✓ List of Top 20 High crash Locations
- ✓ Project Prioritization Criteria

- ✓ Area wide safety strategies
- ✓ Matrix of projects identifying implantation ranges, short-term (less than two years) mid-term (two to three years).
- ✓ Develop short/mid-term capital funding plan in alignment with strategy list and resources

TASK 9 PROGRESS AND TRANSPARENCY

The Halff team will provide a methodology to measure progress over time after the SS4A Action Plan is developed, including outcome data, to maintain ongoing transparency with the public and other stakeholders. The methodology, such as a web-based dashboard, must include, at a minimum, annual public and accessible reporting on progress toward reducing roadway fatalities and serious injuries, and the public posting of the SS4A Action Plan online. The methodology shall include a recommended update schedule for the SS4A Action and maintenance schedule for all public-facing components. This strategy identifies measures indicating progress in an easily understood, web-based format conforming to City of Mount Dora Information Technology Division standards. City staff will assume responsibility for continuous updates of this website after completion of the SS4A Action Plan.

Task 9.1: Develop a Scorecard to Track Status

The Halff team will develop an annual report card to be updated by the city to demonstrate SAP progress and accomplishments. City staff will keep the City Council and the supporting committees up to date on all actions related to the SAP.

Task 9.2: Develop Website Content to Display Actual vs. Targets

The Halff team will develop content for a project website to display actual progress made compared to the defined targets and provides updates to the public. This will accomplished using will accomplished dashboard.

DELIVERABLES:

- ✓ Annual Report Card
- ✓ Web-based dashboard allowing for sharing of collision and injury data in an easily accessible and understandable format for various users and stakeholders

TASK 10

SS4A ACTION PLAN

Halff will deliver a high-resolution draft and final document in PDF format. Along with all previously mentioned deliverables, Halff will provide all data and study products to the City of Mount Dora at the conclusion of the project. All meeting summaries and technical analyses will be included in the appendix to the final document.

In addition, the Halff team will prepare a brief executive summary in PDF format, which relays all pertinent information in an easy-to-follow format. The summary will be concise and highly graphic, highlighting major assumptions, strategies, and recommendations.

Task 10.1: Draft SS4A Action Report

The Halff team will prepare an outline of the Draft SS4A Action Report for City review and approval. The draft report will incorporate all the relevant components, findings, analysis,

strategies and projects. Preliminary contents include Executive Summary, Introduction, Safety Analysis, Equity Considerations, Community and Stakeholder Engagement, Project Prioritization and Recommendations, and Progress and Transparency

Task 10.2: Final SS4A Action Report

The Halff team will revise the Draft SS4A Action Plan Report based on comments received and submit Final SS4A Action Report to be posted on the city's website. The Final Report will clearly and concisely summarize the project's objectives, methodologies, key findings, strategies, projects, timelines, and performance measures. The report will also include appropriate visuals, graphs, and supporting documentation to enhance its readability and comprehensibility.

DELIVERABLES:

- ✓ Executive Summary
- ✓ Draft SS4A Action Report
- ✓ Final SS4A Action Report





II. Professional Qualifications Necessary for Satisfactory Performance

OUR TEAM

Halff has a proven reputation for delivering innovative solutions to its clients. We distinguish ourselves from competitors by recognizing and prioritizing the most important components of a Safety Action Plan: **robust data analysis and public engagement**. Both are critical to identifying the community's biggest needs for the future and actionable implementation to bring those ideas to reality.

Our team's experience provides valuable insights into municipal governance, politics, and economic landscapes of communities like Mount Dora, offering a significant advantage in navigating local government complexities and achieving success.

Halff's Benefits to the City of Mount Dora

- ✓ **Strong relationships with the City of Mount Dora staff**
- ✓ **Significant experience working for with local governments**
- ✓ **Local presence and extensive history working with City of Dora neighborhoods**
- ✓ **Deep understanding of Safe Streets for All processes, plans, and role in transportation**
- ✓ **In-House Grants Team to assist the City of Mount Dora with SS4A Implementation Grants**
- ✓ **Our proposed use of state-of-the-art planning tools for public involvement, project evaluation, prioritization, and financial analysis**
- ✓ **Halff can provide enhanced video data collection to identify high-risk events such as near misses, red-light running, speeding, crossing off crosswalks, and intersection blocking - this information can be used to generate insights into why collisions occur and develop practical solutions to reduce them**

Project Manager, Gary Phillips, AICP, has led transportation planning and traffic studies over his 36-year career, most recently completing an Interchange Justification Report for Arkansas DOT in 2023 and a Congestion Management Plan for the CRTPA (MPO) in 2024. As part of the CMP effort, the study identified fifty hot spot safety locations using Signal4 Analytics including intersections and rural and urban arterials and collectors. The CMP study also identified potential countermeasures and projects to address the various safety issues. **Principal-in-Charge, Duane Booth, PE**, has more than 34 years of experience in roadway engineering, drainage, stormwater, and project management for public and private land development including utilities, site layout, grading, and permitting. He has extensive knowledge of permitting through various agencies including FDEP, SJRWMD, and FDOT. His engineering skillset includes street and highway design, parks and recreation design, municipal water and wastewater infrastructure master planning and design, urban/rural subdivision planning and design, stormwater design, flood studies, and FEMA map revisions. Duane will make sure the team meets expectations and is provided the resources to deliver this plan on time and within budget. **QA/QC Manager, Kevin Feldt, AICP**, has over 30 years of experience managing large complex projects to a successful conclusion. Kevin's experience with developing mission and vision statement, goals, objectives and performance measures with MPOs and local governments will prove extremely useful. Kevin has managed a number of mobility plans and active transportation plans during his career and understands the requirements associated with the SS4A program.

Deputy Project Manager, David Muntean, Jr., PE, has 39 years of experience transportation engineering, planning, major bridge research and permitting, pre-cast concrete segmental inspection, and project management experience with particular emphasis on traffic operations analyses, intersection and roadway safety improvements, bridge project development, corridor studies, DRI/traffic impact studies and review,

origin-destination studies, ITS Project Management, expert testimony, and numerous data collection studies. He has managed multidisciplinary teams on major and minor infrastructure projects and led workshop sessions with governmental agencies regarding roadway, data collection, analyses, and safety recommendations. David and Gary have worked together on several traffic and safety studies including the Congestion Management Plan for the CRTPA Region, completed in 2024 and the Airport Gateway Project, completed in 2023, which included transportation planning, data gathering, conceptual design evaluations, design services, technical and administrative coordination, and public engagement.



ATG/DCCM

As part of the DCCM family of companies, ATG specializes in transportation planning and engineering services. A major emphasis of ATG's 26 years of planning practice has been providing multimodal transportation planning services to districts, municipalities, and metropolitan regions in support of their mobility planning efforts.

The SS4A program, a \$5 billion discretionary grant program under the Bipartisan Infrastructure Law (BIL), aims to prevent deaths and serious injuries on the nation's roadways. They have assisted Cities, Counties, MPOs, Regional Planning Commissions, Ports, Transit Agencies, and State Transportation Agencies with developing cohesive applications which help them successfully secure funding for a variety of competitive and discretionary programs. They also have completed several comprehensive safety action plans, with the goal of winning implementation grants for their clients.

From their Austin, TX, headquarters and other locations across the Gulf South, ATG can provide access to a team of more than 80 professional transportation and safety engineers, certified planners, public involvement specialists, and support staff. Their staff has established strong professional relationships by working with numerous departments and divisions within DOTs, Federal Transit Administration (FTA), Federal Highway Administration (FHWA) as well as with parishes, counties, cities, Metropolitan Planning Organizations (MPO), and transit agencies throughout the country.

KNOWLEDGE OF STANDARDS AND PROCEDURES

The Halff team will follow all relevant federal, state, and local standards and procedures while completing the City of Mount Dora Vision Zero Safety Action Plan. This Safety Action Plan includes federal funding by the USDOT, Federal Highway Administration, and federal standards and procedures apply to this work. As stated in the SS4A Grant Requirements, infrastructure safety projects receiving Federal funds must abide by any applicable Federal design standard requirements, including but not limited to the Manual on Uniform Traffic Control Devices, as well as any applicable guidance, which includes the FDOT Florida Design Manual (FDM) and the FDOT Manual.

SS4A Grant recipients are subject to the National Environmental Policy Act (NEPA) and other environmental laws. Project sponsors must conduct the applicable environmental studies to identify the project impacts along with any required mitigation. NEPA and environmental resource subject-matter experts should develop materials that identify and evaluate impacts to human and natural resources including the following:

- Low income/minority communities
- Historic properties
- Park and recreation lands
- Wildlife and waterfowl refuges
- Wetlands
- Threatened and endangered species and their habitats

The Halff team has the specific skills, knowledge, and experience to make sure the City of Mount Dora Vision Zero Safety Action Plan aligns with the federal, state, and local standards and procedures.



MANAGEMENT TEAM



Gary Phillips, AICP
Project Manager



Duane Booth, PE
Principal-in-Charge

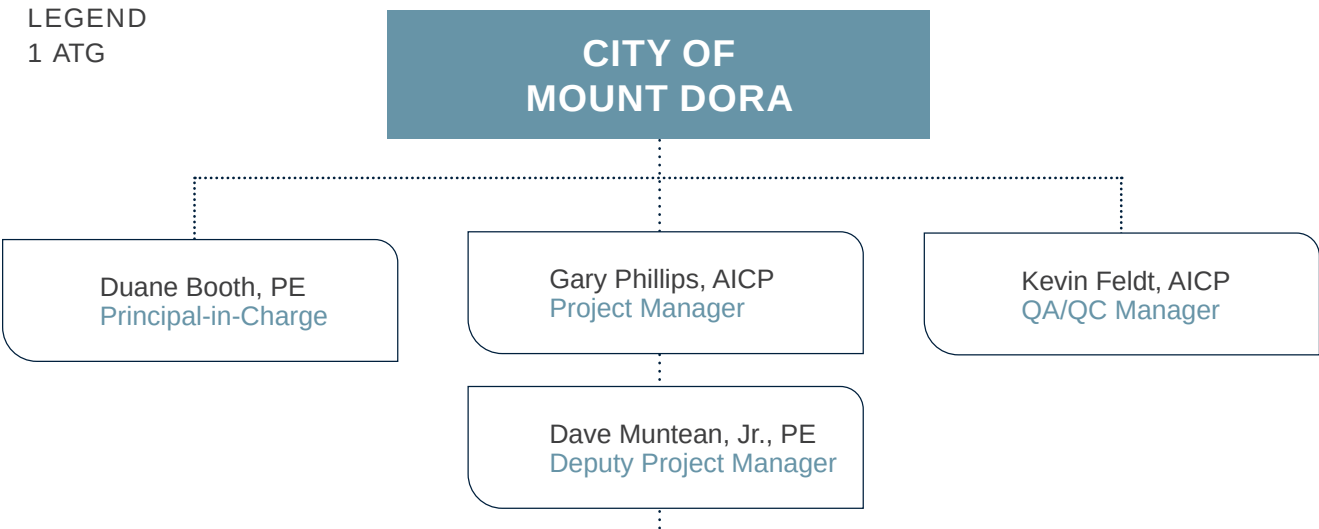


Kevin Feldt, AICP
QA/QC Manager

100+ YEARS
Combined Project
Management Team
Experience

The Halff team’s SS4A experience, along with 20 years of local system knowledge, will verify this study establishes a solid foundation for achieving the 2040 goal of zero roadway fatalities and serious injuries.

STAFFING CHART



Technical Staff		
Data Collection Sydnie Fiocca, PE, RSP1 ¹ Ryan Owens, PE Steven Miller	Policy and Process Changes Kevin Feldt, AICP Lee Nichols Jordan Evans, AICP	Public Involvement Gary Phillips, AICP Lee Nichols Melissa Fleming Megan Murt Aide Garcia Arielle Mundy
Safety Analysis Alex Reyna, Jr., PE, LGPP John Gianotti, PE Steven Miller Sydnie Fiocca, PE, RSP1 ¹	Equity Considerations Ellen Soll, AICP ¹ Andi Vickers, AICP	
	Strategy and Project Selection Dave Muntean, Jr., PE Brad Bublitz, EI Alex Reyna, Jr., PE, LGPP Tim Smith, AICP ¹	



TASK	Lead Person	Support Staff	QC Person
TASK 1 Project Management/Initiation	Gary Phillips, AICP	Duane Booth, PE	Kevin Feldt, AICP
TASK 2 Leadership Commitment and Goal Setting	Gary Phillips, AICP	Andi Vickers, AICP, Jordan Evans, AICP, CNU-A, Tim Smith, AICP (ATG)	Kevin Feldt, AICP
TASK 3 SS4A Action Planning Structure	Gary Phillips, AICP	Andi Vickers, AICP, Jordan Evans, AICP, CNU-A, Tim Smith, AICP (ATG)	Kevin Feldt, AICP
TASK 4 Safety Analysis	Alex Reyna, Jr, PE, LGPP	Steven Miller, Sydnie Fiocca, PE, RSP, Ellen Soll, AICP (ATG)	Dave Muntean, Jr., PE
TASK 5 Engagement and Collaboration	Gary Phillips, AICP	Lee Nichols, Melissa Fleming, Megan Murt, Aide Garcia, Arielle Mundy	Kevin Feldt, AICP
TASK 6 Equity Considerations	Ellen Soll, AICP (ATG)	Tim Smith, AICP (ATG), Ellen Soll, AICP (ATG)	Andi Vickers, AICP
TASK 7 Policy and Process Changes	Kevin Feldt, AICP	Lee Nichols, Megan Murt	Gary Phillips, AICP
TASK 8 Strategy and Project Selection	Dave Muntean, Jr., PE	Brad Budlitz, EI, Steven Miller	Alex Reyna, Jr., PE, LGPP
TASK 9 Progress and Transparency	Andi Vickers, AICP	Megan Murt, Melissa Fleming	Kevin Feldt, AICP
TASK 10 SS4A Action Plan	Gary Phillips, AICP	Andi Vickers, AICP, Dave Muntean, Jr., PE, CNU-A, Megan Murt, Arielle Mundy	Kevin Feldt, AICP



Gary Phillips, AICP

Gary has more than 36 years of experience working for both private and public engineering firms and specializes in transportation planning, public engagement, project development, and conceptual design. He has served as project manager for transportation master plans, planning, traffic studies, PD&E, and conceptual design projects. His clients have included Alabama DOT, Mississippi DOT, New Jersey DOT, Texas DOT, FDOT District 2, Florida's Turnpike Enterprise, FDOT Central Office, FDOT Office of Toll Operations, Florida Department of Environmental Protection, and numerous municipalities.

ROLE

Project Manager/
Strategy and Project Selection/
Public Involvement

EXPERIENCE

36 Years

EDUCATION

BS, Civil Engineering, Florida
Institute of Technology

CERTIFICATION

American Institute of Certified
Planners (AICP),
No. 118919

PROFESSIONAL ORGANIZATIONS

American Society of
Civil Engineers (ASCE),
Tallahassee

Institute of Transportation
Engineers (ITE), Tallahassee

REPRESENTATIVE PROJECT EXPERIENCE

Capital Region Transportation Planning Agency (CRTPA), Congestion Management Plan (CMP) Update, Tallahassee, FL.

Project Manager responsible for updating the CRTPA's adopted 2018 CMP consistent with the federal framework identified in the FHWA Guidebook. The CMP evaluated the congestion within the region and identified mitigation strategies to improve both recurring and non-recurring congestion and safety issues on critical intersections and corridors. The update included a focus on the identification of projects on critical corridors to address identified congestion and safety issues on the CRTPA's four county network. Additionally, the update addressed requirements related to performance management for MPO's that have been refined subsequent to the CRTPA's last CMP. Such requirements, documented in the joint FHWA and FTA issued Final Planning Rule, Final Planning Rule require the CRTPA to implement a performance-based approach to planning and programming through target setting and performance reporting.

Blueprint Intergovernmental Agency, Airport Gateway Project, Tallahassee, FL.

Project Manager for the Airport Gateway project, Blueprint's largest signature project, the Airport Gateway is envisioned to create a beautiful, safety-enhanced multimodal gateway between Downtown Tallahassee and the Tallahassee International Airport. The project includes improving seven miles of roadway, constructing over 12 miles of new sidewalks, trails, and bicycle lanes, and enhancing the safety of these corridors. The project further allows Blueprint to engage residents, businesses, and organizations in this area to be a part of creating an investment that provides benefits to those who live and work in the area.

FDOT Office of Environmental Management (OEM), Services to Support Sociocultural Effects and Public Involvement Activities, FL.

Project Manager for this statewide OEM Contract. Responsible for assisting the department in managing its statewide sociocultural effects and public involvement programs. Through these programs, FDOT plans its transportation activities with input from affected and interested parties and in consideration of potential effects on people and their communities. FDOT's SCE evaluation process considers six overarching issues (social, economic, land use changes, mobility, aesthetic effects, and relocation potential) to identify and assess potential impacts to human environments with the same emphasis as applied to the natural and physical environments.

**ROLE**

Principal-in-Charge

EXPERIENCE

34 Years

EDUCATIONBS, Civil Engineering,
University of Central Florida**REGISTRATION**Professional Engineer,
Florida No. 44631**CERTIFICATIONS**Qualified Stormwater
Management Inspector,
No. 7947Temporary Traffic Control
(TTC) Advanced, No. 615451**Duane Booth, PE**

Duane has extensive experience in drainage, stormwater, roadway engineering, and project management for public and private land development including utilities, site layout, grading, and permitting. He has extensive knowledge of permitting through various agencies including FDEP, SJRWMD, and FDOT. His engineering skillset includes street and highway design, parks and recreation design, municipal water and wastewater infrastructure master planning and design, urban/rural subdivision planning and design, stormwater design, flood studies, and FEMA map revisions.

REPRESENTATIVE PROJECT EXPERIENCE**Lake County, South Lake Regional Park (Max Hooks Road Design/Utility Improvements), Lake County, FL.**

Lead Engineer responsible for the widening and safety upgrades to the access the park, Services included site grading, stormwater management system design, water and sewer utilities to facilities. South Lake Regional Park is a 141.29-acre, multi-use, regional park located in South Lake County. The park consists of baseball fields, softball fields, soccer fields, cricket fields, multi-use fields, basketball courts, tennis courts, sand volleyball courts, pavilion, playground, equipment buildings, multi-use trail, parking lots and access drives, a stormwater management system, lift station, and water services.

Lake County/FDOT, CR 455 Engineering and Design Services, Lake County, FL.

Lead Engineer responsible for providing engineering design, permitting, utility coordination, and post-design services. Our team designed a 4,400 LF, four-lane divided, urban roadway with 4-foot bike lanes, a 12.5-foot multipurpose trail, and a 5-foot sidewalk within a 120-foot right of way with alignment to the original section of CR 455. The plans were designed to meet all Lake County and FDOT design requirements.

FDOT, CR 561 at CR 455 Roundabout, Lake County, FL.

Lead Engineer responsible for providing survey, design, utility coordination and permitting for the Roundabout Design at the intersection of CR 561 and CR 455 In Lake County. This was a FDOT LAP project, FPN #429606-1-58-01.

Lake County, Lake XPress Bus Stop Upgrades, Lake County Limits, FL.

Lead Engineer responsible for design and construction administration for converting all bus stops within Lake County to be ADA-compliant and have a 15-foot-wide waiting area for bus shelters and 8- by 5-foot boarding and alighting area.



Dave Muntean, Jr., PE

Dave is experienced in transportation engineering, planning, and project management experience with particular emphasis on traffic operations analyses, crash analysis, intersection and roadway safety improvements, corridor studies, DRI/traffic impact studies and review, origin-destination studies, ITS Project Management, expert testimony, and numerous data collection studies. He has managed multidisciplinary teams on major and minor infrastructure projects and led workshop sessions with governmental agencies regarding roadway, data collection, analyses, and safety recommendations.

ROLE

Deputy Project Manager/
Strategy and Project Selection

EXPERIENCE

39 Years

EDUCATION

BS, Civil Engineering, Virginia
Polytechnic Institute and State
University

REGISTRATION

Professional Engineer,
FL No. 43368

REPRESENTATIVE PROJECT EXPERIENCE

Capital Region Transportation Planning Agency (CRTPA), Congestion Management Plan Update, Tallahassee, FL.

Senior Traffic Engineer for evaluating safety issues with an emphasis on fatalities and serious injury crashes for the region's top 10 rural and top 10 urban worst roadway segments as well as the top 10 worst intersections. Crash data were analyzed and potential countermeasures/solutions likely to resolve problem crash types were identified for each location. Various elements of safety were involved, including, but not limited to, access management, signal operations, pedestrians, high speeds, roadway geometry, roadway maintenance, sight distances, and failure to obey traffic control.

Blueprint Intergovernmental Agency, Airport Gateway LOA 2 Traffic Study, Tallahassee, FL.

Senior Transportation Engineer responsible for evaluating transportation safety improvements on rural and urban facilities for 24 intersections over seven miles within City of Tallahassee and Leon County between the Tallahassee International Airport and the Downtown Tallahassee area. Dave directed turn movement count (TMC) data, then observed on-site intersection operations, reviewed existing intersection Synchro traffic models entered into the traffic controllers by the City, then conducted intersection LOS analyses for AM and PM traffic conditions to evaluate conceptual operational and physical intersection design alternative improvements. Other tasks also included researching other available traffic data, related design services, and report documentation.

City of Groveland, Groveland Professional Engineering Services, Groveland, FL.

Halff has been providing continuing services to the City of Groveland since 2017. Dave's involvement focuses on conducting miscellaneous transportation/traffic-related peer review services on an as-needed basis for submitted traffic impacts studies, access management studies/permits, safety studies, roadway/intersection studies, traffic signal design plans, and methodology reports. Related services also include meetings with relevant parties to the project, documentation, research, transportation/traffic analyses, status reports and summaries, client coordination, and project management.



ROLE

QA/QC Manager/
Policy and Process Changes

EXPERIENCE

31 Years

EDUCATION

MS, Urban and Regional Planning,
Florida State University

BS, Journalism, Bowling Green
State University

REGISTRATION

American Institute of Certified
Planners, 12102

PROFESSIONAL ORGANIZATIONS

American Society of Highway
Engineers (ASHE)

American Planning Association
(APA)

Kevin Feldt, AICP

Kevin is a planner focusing on the identification and development of long-term-solutions. Kevin has the ability to communicate across a wide range of audiences from the general public to appointed and elected officials. He has served on many local and statewide committees providing experience in the planning arena. Kevin has vast experience managing very large, complex projects to a successful conclusion. His ability to think independently and develop ideas is a personal trademark.

REPRESENTATIVE PROJECT EXPERIENCE

North Central Texas Council of Governments (NCTCOG), Mobility 2045 Plan, Dallas-Fort Worth Region, TX.

The plan identified policies, programs, and projects guiding implementation of all transportation systems within the region to achieve a holistic strategy to reach the region's community development potential. Plan adoption was accomplished by establishing and maintaining relationships.

Bexar County, Safety Action Plan, Bexar County, TX.

The project was awarded but notice to proceed was not issued during my tenure. Project initiation efforts included researching the federal SS4A program to learn federal government guidelines and strategies. Additional research was conducted through company meetings and webinars designed to provide details regarding other company safety action plan efforts in California, Kansas City, MO and Omaha, NE. This effort provided a thorough understanding of safety action plan principles.

NCTCOG, Dallas to Fort Worth High-Speed Transportation Connections Study, Dallas-Fort Worth Region, TX.

The project included coordination with the Texas Central Railway on a system extending from Dallas to Houston and with TxDOT for systems connecting Dallas, Fort Worth, Oklahoma City, and South Texas.

NCTCOG, Cotton Belt Innovative Finance Initiative, Dallas-Fort Worth Metroplex, TX.

The project focused on innovative strategies to implement and finance the Cotton Belt (a.k.a., Silver Line) commuter passenger rail system through northern Tarrant and Dallas Counties. The project included coordination with three counties, 13 cities and two public transportation agencies as well state and local elected officials.

Collin County, Transit Study, Collin County, TX.

The project focused on innovative strategies to implement commuter passenger rail service from Grand Prairie to Celina, Texas. The project also included a comprehensive and coordinated study of potential public transportation options in Collin County.



ROLE

Safety Analysis/
Strategy and Project Selection

EXPERIENCE

20 Years

EDUCATION

Bachelor of Science, Civil
Engineering, University of
Texas at San Antonio

REGISTRATION

Professional Engineer,
Texas No. 101243

CERTIFICATION

Local Government Project
Procedures (LGPP)
No. 065743

Alex Reyna, Jr., PE, LGPP

Alex has more than 20 years of experience in a wide variety of traffic engineering work, such as traffic impact analyses, signal warrant studies and design, signal timing, microscopic traffic simulation modeling, and signing and pavement marking plans. He has worked for various Central Texas clients, including the Central Texas Regional Mobility Authority (CTMRA) General Engineering Consultant (GEC) team. He managed multiple consultants for the MoPac Express Lanes construction and Toll Operations Plan. As part of the GEC team, Alex assisted with traffic operations issues, such as creating the Traffic Management Center and connecting every camera along CTRMA's facilities.

REPRESENTATIVE PROJECT EXPERIENCE

City of Austin, Critical Safety Improvements, Austin, TX.

Engineer responsible for traffic tasks associated with numerous traffic impact analyses prepared for the City of Austin. The projects included data collection, trip generation, and intersection analyses. Synchro, a traffic analysis software, was used to address concerns expressed by TxDOT and the City of Austin.

TxDOT, FM 60 Feasibility and Traffic Study, College Station, TX.

Project Manager for the feasibility and traffic study on FM 60 (University Drive) in College Station, near Texas A&M University. Over the past 10-15 years, traffic on University Drive has increased significantly due to the growing student population, creating numerous safety issues. The feasibility study aims to eliminate pedestrian/vehicle conflicts by grade-separating intersections for safe crossings. The traffic study explores alternative routes and potential new roadways to reduce vehicle traffic on University Drive and improve safety. Other measures include new sidewalks, bike lanes, bus service modifications, new traffic signals, and roadway revisions for better multi-modal operations. The goal is to enhance the safety and operation of University Drive as the area grows.

Harris County Precinct 4, Katy East Community Plan & Mobility Study, Katy, TX.

Alex served as a Project Manager for the critical safety improvements project that included data collection and safety analysis for ten high-crash intersections. The ten signalized intersections were identified as high-traffic volume and high-crash intersections by the project team and confirmed by Precinct 4. This study collected and analyzed traffic volume and turning movements and crash data at these intersections to identify any patterns or trends such as casualty crash rates, crash frequencies, and crash types. Additionally, all signalized intersections were analyzed using the Synchro 11 traffic analysis software to calculate existing operational conditions and estimate the potential improvement with implementation of traffic signal and roadway treatment options. Coordination was needed across the community, multiple entities and City departments to maximize the cost-benefit for each location.



ROLE

Safety Analysis/
Strategy and Project Selection

EXPERIENCE

36 Years

EDUCATION

Bachelor of Science, Civil
Engineering, Texas A&M
University

REGISTRATION

Professional Engineer,
Florida No. 98019

John Gianotti, PE

John has more than 36 years of overall transportation experience including 28 years with TxDOT. For the last 12 years, he oversaw TransGuide, the TxDOT San Antonio (SAT) Traffic Management Center (TMC). In this role, he led the planning, design, construction, and maintenance of the ITS systems in SAT. Prior to TransGuide, he spent four years in the SAT Traffic Section where he led traffic engineering projects, such as traffic signal warrant studies and traffic signal design, quantity estimating, and signing and striping designs for PS&E projects and HSIP (safety) projects. John has managed numerous TxDOT projects including ITS planning studies, ITS design, traffic signal system integration, traffic signal design, traffic signal studies and signal warrant analyses, asset management, signing and pavement-marking design, minor roadway and drainage design, and construction phase services. He has managed these projects both as a TxDOT supervisor of TxDOT employees and consultants and as a consultant PM on TxDOT projects.

REPRESENTATIVE PROJECT EXPERIENCE

FM 60 Feasibility and Traffic Study, College Station, TX.

Project Engineer for the feasibility and traffic study on FM 60 (University Drive) in College Station, near Texas A&M University. Over the past 10-15 years, traffic on University Drive has increased significantly due to the growing student population, creating numerous safety issues. The feasibility study aims to eliminate pedestrian/vehicle conflicts by grade-separating intersections for safe crossings. The traffic study explores alternative routes and potential new roadways to reduce vehicle traffic on University Drive and improve safety. Other measures include new sidewalks, bike lanes, bus service modifications, new traffic signals, and roadway revisions for better multi-modal operations. The goal is to enhance the safety and operation of University Drive as the area grows.

TxDOT San Antonio, Wrong Way Driver (WWD) Projects, San Antonio, TX.

John managed five WWD projects installing detection equipment on US 90, US 281, IH 10, and IH 35. In 2011, no commercially available WWD detection system existed, and TxDOT lacked specifications for such a system. John and his team collaborated with TAPCO to develop a WWD detection system using radar detectors and LED WW signs. The first project on the US 281 corridor installed LED signs on 28 exit ramps, reducing WWD incidents by 30% within two years. The US 90 and IH 35 projects were the first to incorporate radar detection, capturing snapshots of WWDs and alerting TransGuide and local police. Recent systems include infrared detection and video cameras, providing video clips of WWD vehicles to TransGuide. The program, recognized with an FHWA National Roadway Safety Award in 2015, has stopped 102 WWDs with the help of the San Antonio Police Department since its inception in 2011.



ROLE

Policy and Process Change

EXPERIENCE

7 Years

EDUCATION

MPA, Public and Nonprofit Management, University of Central Oklahoma

BA, History, Northwestern Oklahoma State University

CERTIFICATIONS

American Institute of Certified Planners No. 35467

Congress for the New Urbanism - Associate

Jordan Evans, AICP, CNU-A

Jordan is an experienced planner who has worked to create connected and thriving communities across the region. Prior to joining Halff, he has served as a transportation planner for Central Oklahoma's MPO, providing multimodal planning guidance to area communities, engaging the public on active transportation programs, and providing mapping and technical support for regional planning efforts. As an Associate Planner with Halff's Planning and Landscape Architecture practice, Jordan is responsible for aiding in the firm's active transportation, parks and recreation, and comprehensive planning initiatives.

REPRESENTATIVE PROJECT EXPERIENCE

Regional Active Transportation Plan, ACOG MPO, Oklahoma City, OK.

Project Manager responsible for the creation of a new Regional Active Transportation Plan. The plan outlined the current network conditions and future investments in bicycle and pedestrian improvements that support regional growth and ACOG goals. The planning process produced regional goals, objectives, and performance measures and outlined several implementation strategies and recommendations to help the region achieve a robust active transportation network.

City of Pauls Valley, Connectivity Study, Pauls Valley, OK.

Primary Support responsible for the planning effort to identify a network of trail and on-street active transportation corridors around and through the historic Pauls Valley town grid. The study includes corridor location and alignment, conceptual facility design, and cost estimates, construction plans for an initial trail phase.

City of Richardson, Active Transportation Master Plan, Richardson, TX.

Planner responsible for planning support for the active transportation master plan update. Building on the City's recognized success in investing in bicycle and pedestrian infrastructure, the updated plan provides Richardson with a retooled work program for eliminating barriers to biking, walking and rolling in the city. The active transportation planning process included multiple online and in-person tools to identify residents most pressing bicycling and walking needs and includes "catalytic" design concepts for overcoming active mobility challenges that can be applied throughout Richardson. The new active transportation plan serves as the City's blueprint for creating a walking, biking and rolling culture throughout the community.

- **Cabot Active Transportation and Recreation Plan, Cabot, AR**
- **Corpus Christi MPO Regional Safety Action Plan, Corpus Christi, TX**
- **ACOG Complete Streets Policy, Oklahoma City, OK**

**ROLE**

Data Collection

EXPERIENCE

4 Years

EDUCATIONBS, Civil Engineering,
University of Florida**REGISTRATION**Professional Engineer,
Florida No. 9304

Ryan Owens, PE

Ryan is experienced in roadway design, temporary traffic control design, signing and pavement marking design, and 3D modeling. Having worked with FDOT design standards extensively, Ryan leverages knowledge of FDOT FDM and other governing standards to develop safe and cost effective designs for widening, RRR, and limited access projects for FDOT and Central Florida Expressway Authority (CFX).

REPRESENTATIVE PROJECT EXPERIENCE

Lake County, CR 455 Engineering and Design Services, Lake County, FL.

Halff provided engineering design, permitting, utility coordination, and post-design services for the construction of the Hartle Road extension of CR 455, from the existing terminus at Lake County Fire Station to the southerly boundary of the Waterbrooke project. Halff designed a 4,400 LF, four-lane divided, urban roadway with four-foot bike lanes, a 12.5-foot multipurpose trail, and a five-foot sidewalk within a 120-foot right of way with alignment to the original section of CR 455. The plans were designed to meet all Lake County and FDOT design requirements for 45 mph design speed.

FDOT District 3, SR 61 (Thomasville Highway) Resurfacing, Rehabilitation, and Restoration (RRR), Tallahassee, FL.

Halff is under contract with the Florida Department of Transportation (FDOT) District 3 for the Resurfacing, Rehabilitation, and Restoration (RRR) of SR 61 (Thomasville Highway) from North of SR 63 (US 27 - Monroe St) to South of 3rd Avenue, and South of 6th Avenue to North of 9th Avenue. This project consists of milling and resurfacing the existing travel lanes, auxiliary lanes, median crossovers, and paved shoulders within the project limits to extend the surface life of the pavement. The project also includes "Complete Streets" improvements from Calhoun Street to 6th Avenue. This "Complete Street" design approach includes full reconstruction from South of 3rd Avenue to South of 6th Avenue that involves removing the center two way left-turn lane in order to shifting the northbound and southbound curb lines inward to provide area for a widened 6-foot sidewalk on one side of the road and an 8-foot urban, multi-use path on the other.

FDOT District One, SR 865 (San Carlos Boulevard) from North of Crescent Street to North of Hurricane Pass Bridge, Lee County, FL.

The project involved intersection improvements at Estero Boulevard and SR 865, the reconfiguration of existing travel lanes to provide two inbound lanes to Fort Myers Beach, providing pedestrian-bicyclist connectivity on both sides of SR 865, as well as reconfiguring the lanes on the Hurricane Bay Bridge to accommodate a new barrier-separated pedestrian path. Ryan was responsible for TTCP phasing development, signing and pavement marking design, the development of a 3D surface model of Seafarer's intersection improvements used to coordinate intersection grading, and production of a Preliminary Engineering Report for the concurrent PD&E Study prior to 90% submittal.



ROLE

Strategy and Project Selection

EXPERIENCE

25 Years

EDUCATION

BS, Civil Engineering,
Michigan State University

REGISTRATION

Engineer Intern, Florida No.
1100008042

CERTIFICATIONS

FDOT Advanced Temporary
Traffic Control, FDOT No.
56419

Qualified Stormwater
Management Inspector,
FSESCI No. 7950

Brad Bublitz, EI

Brad has more than 25 years of experience specializing in the design of public sites including storm water management systems, utilities, geometry, grading, and permitting. He is proficient in roadway design projects for FDOT, local counties and cities. His roles often demand multi-tasking on FDOT roadway projects that include geometry, grading, stormwater management, signage and striping, utility coordination, construction specifications and pay items, and cost estimates. His experience includes preliminary to final design, project coordination with local agencies and subconsultants, value engineering and construction management. He is diligent in compliance with all local and state codes, and quality control, to provide governmental clients with a final project that product that meets every need.

REPRESENTATIVE PROJECT EXPERIENCE

Lake County, Max Hooks Road, Lake County, FL.

Brad was a designer for this project that provided engineering design, surveying, permitting, utility coordination, project administration and post-design services for the construction of Max Hooks Road. Design is for approximately 3,000 LF of a two-lane roadway. Nearly 1,100 LF of the roadway was designed with a two-lane closed drainage system, and the remaining 1,900 LF is a two-lane open drainage system. The closed roadway system design has storm water inlets and pipes that outfall into a retention area which Halff also designed, and the open roadway system has roadside swales that handle the stormwater runoff.

Lake County, CR 455 Engineering and Design Services, Lake County, FL.

Project Manager responsible for providing engineering design, permitting, utility coordination, and post-design services for the construction of the Hartle Road extension of CR 455, from the existing terminus at Lake County Fire Station to the southerly boundary of the Waterbrooke project. Halff designed a 4,400 LF, 4-lane divided, urban roadway with 4-foot bike lanes, a 12.5-foot multipurpose trail, and a 5-foot sidewalk within a 120-foot right-of-way with alignment to the original section of CR 455. The plans were designed to meet all Lake County and FDOT design requirements for 45 mph design speed.

Marjorie Harris Carr Cross Florida Greenway, Marion County, FL.

Brad was the trail designer for this project that provided engineering design, geotechnical investigation, permitting and post-design services associated with a two-lane roadway section with 11-foot lanes and a 5-foot sidewalk within a varying right-of-way in Marion County. The project was designed to meet all FDOT standards for multi-use trails and accommodations for all trail users. Due to the numerous natural surface trails crossing the new paved trail, special consideration was given to trail users' safety at all crossings with signage and striping. Coordination with the land manager, Florida State Parks, was also a big factor in producing a successful project outcome.



Lee Nichols

Lee Nichols has vast experience providing multimodal transportation solutions to clients across the country. Lee understands the critical role that well-designed and efficient multimodal transportation networks play in providing safe and reliable transportation options for our communities. Lee has worked with clients to provide a comprehensive analysis of transportation corridors, addressing current challenges, identifying potential improvements, and ultimately enhancing the overall mobility for residents and commuters. Lee has served as a project manager, deputy project manager, task leader and planner on several multimodal transportation plans across the country.

ROLE

Policy and Process Changes/
Public Involvement

EXPERIENCE

25 Years

EDUCATION

Masters, City and Regional
Planning, University of Texas
at Arlington

BS, Forest Management,
Texas A&M University

REPRESENTATIVE PROJECT EXPERIENCE

Minnesota DOT, Rethinking I-94 Transit Study, Minneapolis, MN.

Project Manager responsible for analyzing multiple transit options within the I-94 corridor that could be incorporated into the highway alternatives. Goals of the project were to improve mobility, safety, and provide multi-modal transportation options.

Texas Central, Dallas to Houston High-Speed Rail EIS, Dallas, TX.

Community Impacts Task Manager charged by the FRA to prepare a third-party EIS in accordance with NEPA for the proposed 240-mile-high speed rail (HSR) project from Dallas to Houston. The HSR would provide an alternate mode of travel between Dallas and Houston that would relieve congestion on I-45, reduce crashes, improve air quality, and provide economic development.

Gulf Coast Transit District (GCTD), Bus Stop Accessibility Study, Brazoria and Galveston Counties, TX.

Project Manager responsible for conducting an analysis for GCTD's existing and proposed bus stops in Brazoria and Galveston Counties. Looked at existing and proposed bus stops regarding safety and accessibility; then determined the feasibility of potential upgrades to include either a bus pad, bus pad and bench, or bus shelter.

Bryan/College Station, Local Rail Economic Feasibility and Location Study, College Station, TX.

Environmental Impact Statement for a study to determine the feasibility of constructing a new or upgrading the existing freight rail corridor through the Bryan/College Station corridor between Hearne and Navasota. The existing UPRR divides the Texas A&M University campus creating a safety issue for students and traffic delays for emergency vehicles. Lee served as the Transportation Planner.

CapMetro General Planning Consultant (GPC), Austin, TX.

A task-order based contract to develop comprehensive solutions to elevate public transportation in the CapMetro service area. Task orders range from short- and long-range transit plans, grant writing, safety plans, to multi-modal transportation planning.

**ROLE**

Public Involvement

EXPERIENCE

24 Years

EDUCATION

BBA, Marketing, University of Wisconsin at Whitewater

CERTIFICATION

14 CFR Part 107 - Small Unmanned Aircraft Systems, No. 4679037

Melissa Fleming

Melissa's experience includes website management, maintenance and design; creating logos; creating covers and tabs for proposals, reports and presentations; designing and editing PowerPoint presentations; creating and executing Community Awareness Plans; designing and coordinating printed graphic materials; editing technical reports for non-technical readership; and writing effective press releases. Melissa is able to translate technical documentation into readable language and improve writing quality without altering the author's intent.

REPRESENTATIVE PROJECT EXPERIENCE
FDOT District Seven, District Wide Safety Studies and Minor Design, Citrus, Hernando, Hillsborough, Pasco, and Pinellas Counties, Florida.

Public Involvement Coordinator for this task work order driven contract that includes roadside safety measures, lighting justification, intersection improvements, ADA, traffic flow improvements, bike lanes, and sidewalk connectivity – all to reduce the potential for crashes, injuries and fatalities. Additional scope elements include preparing informational/educational materials to provide safety training, providing Roadway Safety Audit (RSA) support, as well as providing Community Traffic Safety Team (CTST)/Local Agency support to assist with identifying municipal Local Agency Program (LAP) projects. In addition, the contract includes a number of independent "study types" encompassing a wide variety of traffic operational tasks including: intersection and signal warrant analyses, vehicle/pedestrian/bicycle traffic counts, corridor safety studies, crash analyses and reports, safety outreach and education, training, safety funding concept development, and minor design. Ms. Fleming was responsible for preparing graphics and a PowerPoint presentation for the SR 699 (Gulf Boulevard) Bicycle Safety Enhancement.

FDOT District Seven, SR 693 (Pasadena Avenue) Corridor Study from Shore Drive South to 66th Street, Pinellas County, Florida.

Public Involvement Coordinator for this corridor study that includes conducting an analysis of the travel related problems, needs and issues, as well as developing solutions that support the community defined vision for the future. The scope includes identifying the cause and characteristics of issues relating to capacity, traffic operations, safety, access management, traffic signal timing, intersection lighting, freight movements, commuter vs. local trips, transit operations, as well as bicycle and pedestrian movements. Both the current and forecasted future travel characteristics and needs will be identified and a Corridor Alternatives and Strategies Report will be prepared to identify a series of goals and objectives to improve the corridor. A road diet, a dedicated Bus Rapid Transit lane, and two roundabout locations are only a few specific improvements that will be analyzed. A range of solutions, both short-term and long-term, will be developed, all with extensive input from area stakeholders throughout the study. The extensive public involvement program includes forming a public advisory group, hosting several public workshops and various meetings with area stakeholders.

**ROLE**

Public Involvement

EXPERIENCE

11 Years

EDUCATION

BS, Geography, Florida State University

Arielle Mundy

Arielle has extensive experience in GIS and a certificate in urban and regional planning. Her experience includes cartography, web mapping, site analysis, managing an internal statewide dataset, and GIS-CAD interoperability. She provides internal GIS support to all of Halff's Florida offices and client projects.

REPRESENTATIVE PROJECT EXPERIENCE

City of St. Pete Beach, Don Cesar Neighborhood Resiliency Plan, St. Pete Beach, FL.

GIS Specialist responsible for assisting with the development of sea level rise adaptation measures for the Don CeSar Peninsula. Study tasks include sea level rise and king tide flooding assessment; short- and long-term alternatives to mitigate tidal flooding; interior flooding assessment and stormwater adaptation alternatives; and implementation costs.

Apalachee Regional Planning Council, Professional Environmental Consulting Services - Regional Vulnerability Assessment, Tallahassee, FL.

GIS Technical Lead for the ARPC's development of a regional vulnerability assessment. Identified and inventoried publicly available statewide critical asset data sources, developed a comprehensive GIS geodatabase of all project data, and produced visual maps for critical asset vulnerabilities under different flood scenarios.

City of Port Richey, Vulnerability Assessment and Adaptation Plan, Port Richey, FL.

GIS Specialist responsible for providing support for developing an adaptation plan for the City of Port Richey and guiding staff through a "Peril of Flood" comprehensive plan amendment. The objective of this project was focused on identifying where risks are presented, determining which critical and regionally significant assets are exposed, and evaluating which infrastructure adaptation strategies will be most viable to building a more resilient community.

City of Austin, Urban Trails - North Walnut Creek, Austin, TX.

GIS Specialist responsible for providing support feasibility assessment of the current proposed alignment, design services, bidding services, construction management services, and postconstruction services. Halff is planning and designing approximately 8.2 miles of limited access shared-use path. The trail connects the existing Southern Walnut Creek Trail system to the newly constructed portions to the west of IH 35. This multi-use urban trail is critical, since it completes an active transportation loop around the City's core, connecting a significant portion of Austin's population to area neighborhoods, community nodes, and other bicycle and pedestrian facilities.

**ROLE**

Data Collection/
Safety Analysis

EXPERIENCE

5 Years

EDUCATION

MBA, Florida State University

BS, Civil Engineering, Florida
State University

AA, Chipola College

Steven Miller

Steven brings experience in structural engineering, transportation planning, and traffic operations analysis. Hi is responsible for conducting signal warrant studies and intersection control evaluations. This includes data collection, data analysis using CAP-x and SPICE, preliminary control strategy, roundabout performance analysis, and additional strategy recommendations. Steven conducts existing condition level of service analysis, trip generation and distribution analysis, signal warrant studies, and identifying intersection improvements.

REPRESENTATIVE PROJECT EXPERIENCE

Bay County, Engineering Support Services, Bay County, FL.

Halff is providing services to review Development Order Application and related submittals to the County (110+ assignments to date). Steven's involvement focuses on peer review services which include, but are not limited to, traffic engineering related submittals, traffic impact studies, turn lane analyses, signal warrant studies, concurrency management system updates and submitted concurrency evaluations, roadway/ intersection studies, safety studies, and access management studies. Related services also include research, documentation, status reports and summaries, and project management. Additionally, as an extension of Bay County's staff, Halff attends Pre-application meetings, has corresponded directly with applicants on high profile projects, and was responsible for a major update of the County's traffic Concurrency Management System database and Land Development Regulations.

Congestion Management Plan Update, Capital Region Transportation Planning Agency (CRTPA), Tallahassee, FL.

Traffic Engineer responsible for reviewing individual crash reports with an emphasis on fatalities and serious injury crashes for the region's top 10 rural and top 10 urban worst roadway segments as well as the top 10 worst intersections. Crash data were reviewed to identify trends and determine potential countermeasures related to those trends. Various elements of safety were involved, including, but not limited to, access management, signal operation, pedestrians, high speeds, roadway geometry, roadway maintenance, sight distances, and failure to obey traffic control.

Blueprint Intergovernmental Agency, Airport Gateway LOA 2, Tallahassee, FL.

This project involves a broad range of transportation improvements to various rural and urban corridors within COT and Leon County. Tasks include transportation planning, data gathering, conceptual design evaluations, design services, technical and administrative coordination, and public engagement. Steven utilized Synchro 11 software to conduct intersection analyses at 24 intersections for existing and design year conditions. Of these 24 intersections evaluations, preliminary signal warrant studies were conducted for five intersections, intersection configuration evaluations at eight intersections, and roundabout performance evaluations at six intersections. The Airport Gateway intends to substantially improve transportation in the community.

**ROLE**

Public Involvement

EXPERIENCE

6 Years

EDUCATIONBS, Civil Engineering, Florida
State University**Megan Murt**

Megan has experience in transportation and geotechnical engineering. Her current duties include creating preliminary roadway designs, preparing plans and construction documents, conducting traffic counts and analyses, assisting with designing Intelligent Transportation System (ITS) networks, project permitting, and preparing drainage reports and analyses.

REPRESENTATIVE PROJECT EXPERIENCE**FDOT District Three, SR 87 Resurfacing, Restoration, and Rehabilitation, Milton, FL.**

Engineer responsible for design support. This FDOT RRR design project involves a 14-mile segment, two-lane rural roadway that extends from the Clear Creek bridge to SR 4 Existing travel lanes, auxiliary lanes, paved shoulders, side roads, and the ramps at the SR 4 intersection will be resurfaced. The right of way varies throughout the project limits and no additional right of way will be required. Drainage structures were improved and extended to accommodate the larger turnouts for big trucks. SR 87 has been designated as a Hurricane Evacuation Route.

Walton County BOCC, East Point Washington Road, Santa Rosa Beach, FL.

Engineer responsible for engineering and permitting services. This project involved a new 1.0-mile, two-lane roadway to improve access to Eden Gardens State Park and accommodate proposed residential development. Design included removal of the existing dirt road, stabilization of the proposed roadbed with geosynthetic reinforced material (Geogrid), installation of new cross drain culverts, and add rip-rap revetment along front slopes in wetland areas. The design included roadway analysis, pavement design, geotechnical design, drainage analysis, environmental services, and permitting necessary to complete the project.

Walton County BOCC, US 98 Pedestrian Facilities, Inlet Beach, FL.

Engineer responsible for design support. This project includes route analysis and design of a 1.2-mile long, 8-foot-wide multi-use path along US 98 from North Watersound Parkway to West Shore Drive in order to increase pedestrian and bicyclist accessibility in the area. This project consists of identifying and evaluating possible impacts of routes available, drainage analysis, utility coordination, permitting and trail design.



ROLE

Equity Considerations

EXPERIENCE

5 Years

EDUCATION

BS, Civil Engineering,
University of Texas at Austin

REGISTRATION

American Institute of Certified
Planners No. 35245

Andi Vickers, AICP

Andi has experience in the field of traffic engineering as well as urban and regional planning. She is actively involved in projects from inception to completion, identifying project tasks, milestones, and deadlines to meet the clients' needs and expectations. She has held roles of increasing responsibility, utilizing her strengths to delegate tasks appropriately and provide guidance and feedback when necessary.

REPRESENTATIVE PROJECT EXPERIENCE

Houston-Galveston Area Council, Bay Area Bike-Ped Safety Plan, TX.

Responsible for examining the existing condition of bike and pedestrian facility activities and produce a plan that makes actionable recommendations to improve bike and pedestrian safety, accessibility, and connectivity in the project area, located in the jurisdiction of Harris County Precinct 2.

City of Azle, Comprehensive Plan, Azle, TX.

Responsible for policies, design recommendations, and implementation tasks to collectively chart a path for the City of Azle over the next 20 years. This project updates the City's comprehensive plan through a thoughtful community engagement process. This effort will result in a new land use plan, throughfare plan, downtown-specific plan element and a parks and recreation master plan update.

CCMPO Regional Safety, Corpus Christi, TX.

Deputy Project Manager for the development of a Regional Safety Action Plan that met the components established by the Safe Streets and Roads for All. The Study Area encompassed the MPO boundary along with the two-county area of San Patricio and Nueces. The goal of this study was to identify a set of projects, strategies, and programs that could address crash safety concerns at intersections and along corridors.

Southeast Harris County Subregional Plan, Harris County, TX.

Andi took inventory of existing land use, geographic and environmental elements, and transportation facilities. She then conducted a network screening analysis to identify high priority intersections and corridors within the study area, then conducted capacity and safety analyses for priority intersections and corridors. Next, Andi verified priority locations with the Houston-Galveston Area Council MPO (H-GAC) and local stakeholders, including Harris County Precinct 2 and the Cities of Pasadena, Houston, South Houston, Deer Park, and La Porte. Andi collaborated with H-GAC to develop performance metrics with which to evaluate priority locations before and after the implementation of recommended improvements. Andi also performed safety and time savings cost-benefit analyses to highlight the overall impact of the plan's recommendations. Finally, she produced, revised, and compiled majority of report contents.

**ROLE**

Equity Considerations

EXPERIENCE

18 Years

EDUCATIONMSP, Urban Regional
Planning, Florida State
University,BS, Political Science/
Geography, Florida State
University**REGISTRATIONS**American Institute of Certified
Planners 022817Project Management Institute,
Project Management
Professional (PMP) 2315251Envision Sustainability
Professional, (ENV SP) 60346**Tim Smith, AICP, PMP, ENV SP**

Tim recently joined ATG as the Assistant Director of Planning. With more than 18 years of professional experience in transportation planning, Tim has provided services for projects including statewide transit plans, long range system and freight plans, corridor and safety studies, land use and transportation planning coordination, freight planning, emergency management, and state transportation policy implementation.

REPRESENTATIVE PROJECT EXPERIENCE**Tyler MPO, 2050 MTP, Tyler, TX.**

ATG was selected to support the Tyler Area MPO in the development of the 2050 MTP update. Tim has assumed primary responsibility for overall quality control on the project. His responsibilities include using his subject matter expertise to monitor critical path tasks and deliverable progress in accordance with the project schedule. As QA/QC lead, Tim reviews all work and deliverables for accuracy, consistency, and satisfaction of federal requirements.

RGVMPO, 2050 Metropolitan Transportation Plan, Rio Grande Valley, TX.

Tim is providing quality oversight for the development of the 2050 MTP as well as assisting in the plan development. Tim is providing oversight on project management, public outreach, budget and schedule management and technical analysis. He has assisted in the project identification and prioritization process confirming that process is completed to the client's satisfaction.

Wichita Falls MPO, 2050 MTP Update, Wichita Falls, TX.

ATG is providing transportation planning and public engagement assistance in development of the 2050 FAST Act-Compliant MTP. Tim has assumed a review and oversight role assisting staff in completing all tasks of the project. He is actively supporting analysis on safety, equity, and public outreach during the early stages of the existing conditions analysis.

Victoria MPO, 2050 MTP, Victoria, TX.

ATG was selected to support the Victoria MPO in the development of the 2050 MTP update. Tim has assumed primary responsibility for overall quality control on the project. His responsibilities include utilizing his subject matter expertise to monitor critical path tasks and deliverable progress in accordance with the project schedule. As QA/QC lead, Tim reviews all work and deliverables for accuracy, consistency, and satisfaction of federal requirements.

Texarkana MPO, 2050 MTP Update, Texarkana, TX.

ATG was selected to support the Texarkana MPO in the development of the 2050 MTP update. Tim has assumed primary responsibility for overall quality control on the project. His responsibilities include utilizing his subject matter expertise to monitor critical path tasks and deliverable progress in accordance with the project schedule. As QA/QC lead he reviews all work and deliverables for accuracy, consistency, and satisfaction of federal requirements.

**ROLE**

Equity Considerations

EXPERIENCE

20 Years

EDUCATIONMS, Community & Regional
Planning, UT AustinBA, Anthropology,
UMASS Amherst**REGISTRATION**American Institute of Certified
Planners 022382

Ellen Soll, AICP

Ellen is a Transportation Planner and Senior Project Manager in ATG's Metairie office, who has worked to create efficient, safe, and sustainable communities throughout the Gulf South for more than two decades. A seasoned planner and manager, Ellen's expertise lies in active transportation planning, Complete Streets, transportation system plans, corridor plans, and National Environmental Policy Act (NEPA) processes. Ellen has led major Complete Streets implementation efforts, teaches policy development workshops, and has led major safety public engagement efforts. In addition to her work in active transportation, Ellen has prepared numerous Feasibility Studies, Categorical Exclusion documents and Environmental Assessment studies for roads, bridges, and rail projects and participated on dozens of transit and transportation system plans and studies for cities, parishes, transit agencies, MPOs, Ports and private clients.

REPRESENTATIVE PROJECT EXPERIENCE

Natchitoches Comprehensive Safety Action Plan, Natchitoches, LA.

As ATG's Project Manager, Ellen was responsible for the delivery of all elements of the plan, including public engagement, stakeholder coordination, leadership commitment, equity planning analysis, non-infrastructure recommendations and performance management recommendations.

New Orleans Regional Planning Commission, Path to Zero: Safe Streets for All (SS4A) Plan, St. John the Baptist, Tangipahoa, and St. Tammany Parishes.

Ellen is responsible for the delivery of public engagement, stakeholder coordination, leadership commitment, equity planning analysis, non-infrastructure recommendations and performance management recommendations.

South Central Planning and Development Commission, Active Transportation Plan, Houma, LA.

Ellen is the Project Manager for this active transportation plan for the seven-parish area in south central Louisiana. She is responsible for the analysis of all data, recommendations and final deliverables.

City of Victoria, Victoria Active Transportation Master Plan, Victoria, TX.

Ellen was the Project Manager for this plan to make it safer and more comfortable to walk, bike and roll in Victoria, TX. Ellen was responsible for all major deliverables, including risk-based safety and crash analysis, latent demand analysis, level of stress analysis, sidewalk gap analysis, public engagement, and stakeholder involvement. Ellen led the development of an all-ages active transportation network plan to address safety through the implementation of bicycle infrastructure, sidewalks, trails, crossing features and other safety countermeasures.

**ROLE**

Equity Considerations

EXPERIENCE

6 Years

EDUCATION

MS, Civil Engineering,
University of Alabama in
Huntsville

BS, Civil Engineering,
University of Alabama in
Huntsville

REGISTRATION

Professional Engineer, Florida,
No. 97099

Sydnie Fiocca, PE, RSP1

Sydnie has extensive experience in delivering professional engineering services, including traffic impact analyses, corridor analyses, feasibility studies, traffic engineering studies, intersection and transportation system operation analyses, and safety analyses. She is proficient in traffic forecasting and traffic operational analysis on complex corridors. Her project involvement spans major highway corridors to minor thoroughfares including, but not limited to, I-45 (Houston), I-35E (Dallas), and Mobility35 (Austin). Sydnie has developed traffic projections for complex networks and has used a variety of tools such as HCS, Synchro, Vissim, and SIDRA to perform traffic operational analysis. She has also used IHSDM and HSS to perform predictive safety analysis.

REPRESENTATIVE PROJECT EXPERIENCE

TxDOT Odessa, SH 18 Schematic Development, Odessa, TX.

ATG is providing preliminary engineering services in support of the schematic development. Tasks include public involvement, data collection, traffic forecasting, and traffic analysis for the SH 18 Project (CSJ 0292-04-068, 0292-05-017, 0292-06-035) in Odessa, TX, with limits extending from Loop 464 south of Monahans, TX, to Business 10 in Fort Stockton, TX. ATG is performing the traffic forecasting and operational analysis for up to 10 intersections along the corridor. ATG is also participating in public involvement activities as part of the project effort. As ATG Project Manager, Sydnie is overseeing the traffic analysis, safety analysis, and traffic volume projections for future years. The following deliverables are being produced as part of this project include Traffic Data Schematics, Traffic Projections Methodology Memorandum, Average Daily Corridor Traffic Projects Report, Draft and Final copies of Traffic Analysis Report, and Draft and Final Crash Analysis Memorandum.

TxDOT Austin, Mobility35 Study, Austin, TX.

Sydnie led a traffic team that assisted TxDOT in developing concepts to address the existing congestion issues along I-35 through Austin. This project included refining a travel demand model for the corridor and the development of both 24-hour and peak period traffic forecasts that were used for air, noise, pavement, and operational analysis. Schematic updates were provided in spring 2020, which required refining the traffic forecasts to determine the preferred alternative for the different segments of the corridor.

TxDOT, IH 45 North Houston Highway Improvement Program (NHHIP), Houston, TX.

ATG was tasked with completing an Interstate Access Justification Report (IAJR) for the I-45 corridor located in Harris County. This project, which included multiple freeways, included geometric realignment, widening, ramp reconfiguration, and the addition of managed lanes. Traffic operational analysis included calibrating and validating the traffic Vissim model and subsequently analyzing the No-Build and preferred alternative. Traffic forecasting analysis included peak period analysis to capture three-hour periods of typical downtown Houston traffic. Sydnie performed a predictive safety analysis using IHSDM.



III. Specialized Experience and Technical Competence for this type of Work

Corpus Christi Regional Safety Action Plan

Corpus Christi, Texas



Halff led the development of a Regional Safety Action Plan that met the components established by the Safe Streets and Roads for All. The Study Area encompassed the MPO boundary along with the two-county area of San Patricio and Nueces. The goal of this Study was to identify a set of projects, strategies, and programs that could address crash safety concerns at intersections and along corridors.

Through a review of existing conditions including Study Area demographics, equity and environmental constraints, roadway network review, and alternative modes of transportation, the project team was able to identify areas of most need and utilize the Countermeasure with Promise (CWIP) approach. The CWIP approach begins by identifying an effective countermeasure and determining sites where it can be applied cost-effectively to address crash severity and improve safety. Utilizing safety performance functions developed by the Texas A&M Transportation Institute, predictive and diagnostic tools with identify locations susceptible to corrections. A total of 20 projects will be developed that address the safety concerns, utilize proven safety countermeasures, provide a benefit-cost analyses, and implementation prioritization matrix.

Engagement and collaboration with Corpus Christi MPO, steering committee members, and focus group participants was ongoing throughout the planning process. Corpus Christi MPO staff helped develop and refine our analyses regarding emphasis areas, network screening, and project prioritization. The projects identified in this plan will be incorporated into other ongoing efforts by the Corpus Christi MPO with identified partners for implementation and funding.

Completed: Ongoing

Scope: Transportation Planning, Crash Analysis, Public and Stakeholder Engagement, Safety Countermeasures, Emphasis Area Analyses

Reference

Craig T. Casper AICP, CTP CEP
Corpus Christi Metropolitan
Planning Organization
361.884.0687 Ext. 103
ccasper@cctxmpo.us

Local policies, programs and projects were identified for a two-county area to meet guidelines established in the Safe Street and Roads for All federal safety program. A robust engagement initiative helped guide the project.

Active Transportation Plan

Richardson, Texas



Halff is responsible for an update to the City of Richardson's Active Transportation Plan. Building on the City's recognized success in investing in bicycle and pedestrian infrastructure, the updated plan provides Richardson with a retooled work program for eliminating barriers to biking, walking and rolling in the city. The active transportation planning process included multiple online and in-person tools to identify residents most pressing bicycling and walking needs and includes "catalytic" design concepts for overcoming active mobility challenges that can be applied throughout Richardson. The new active transportation plan serves as the City's blueprint for creating a walking, biking and rolling culture throughout the community.

Completed: 2023

Scope: Planning, Active Transportation, Public Engagement

Reference

Daniel Herrig
City of Richardson
972.744.4100
daniel.herrig@cor.gov

Active transportation safety is key to a safe transportation system. The completed plan will be a major component for improving safety on the Richardson multimodal transportation system.

Pharr Pedestrian Safety and Wellness Plan

Pharr, Texas



As prime consultant firm, Halff led this study to guide the development of a system of off-road and on-road pathways, bike lanes, trails, and other facilities that will connect users to key destinations within the City and provide connections to adjacent communities. This study will provide a 10-year blueprint with prioritized recommendations for implementation and funding of projects and programs to enhance pedestrian safety and wellness in the City.

Working with City staff, Halff facilitated public engagement efforts including stakeholder meetings, public open house meetings, pop-up events at community events (Pharr Hub Market Days, Independence Day Festival, and National Night Out), conceptual design workshops, and focus group meetings with key agencies and groups throughout the City. A regulatory review of the City's ordinances was conducted to determine existing sidewalk and bicycle infrastructure location, alignment and width considerations along major corridors and within subdivisions and business centers.

Utilizing ArcGIS software, an analysis of existing conditions was conducted throughout the City determining available rights of way (ROW), speed limits, future traffic volumes, corridor and intersection crash rate and high-injury network, and land use implications. Specific consideration was given to schools and parks within the City to identify a potential Safe Routes to School Program and provide connectivity and accessibility for all ages and abilities. As a major freight and industrial manufacturing City, consideration was applied to truck traffic along major corridors and its impact to nearby residents and businesses. A preliminary freight corridor network was identified along with a pedestrian and bicycle network and off-street trail network to facilitate the movement of all modes of transportation.

Completed: 2023

Scope: Transportation Planning

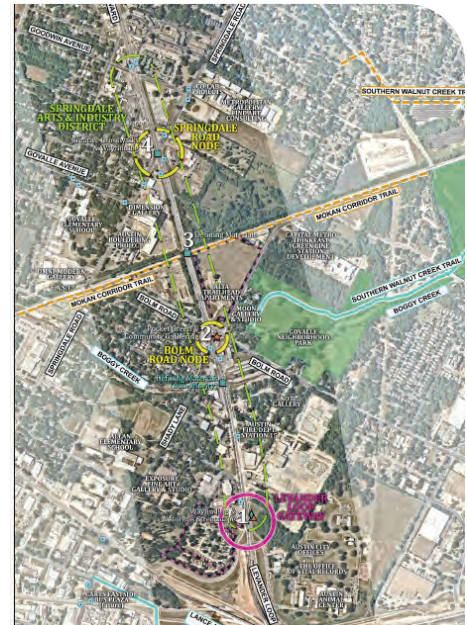
Reference

Maria Rangel
City of Pharr
maria.rangel@pharr-tx.gov
956.402.4221

Creating safe routes to all schools for bicycles and pedestrians will improve overall transportation safety for all transportation modes in Pharr.

Airport Boulevard Corridor Mobility Plan

Austin, Texas



The project goal for the 6.5-mile Airport Boulevard corridor was to address some of Austin's most challenging mobility concerns. The project addresses mobility challenges by increasing the number of people who can travel through the corridor by expanding transportation options, improving connectivity to current sidewalk and bicycle networks, managing access, and improving safety and efficiency through various intersection modifications. The corridor improvements include road rehabilitation, geometric improvements, shared use path, protected and unprotected bike lanes, sidewalk, on-street parking, curb and gutter, drainage and storm sewer, pedestrian hybrid beacons, and pedestrian bridges over Boggy Creek. The project scope included preliminary engineering, traffic analysis, schematic design, and environmental clearance for the portions within TxDOT right of way. Additionally, Halff proposed an overarching placemaking strategy that defined the Airport Boulevard corridor by creating places interconnected with the surrounding community. Halff's planners used visual icons, wayfinding, and other elements to create a sense of place.

Completed: 2019

Scope: Placemaking, preliminary engineering, traffic analysis, schematic development, environmental clearance for the portions within TxDOT R/W, and detailed design of roadway, drainage, intersection, and bike/ ped improvements

Reference

Randy Harvey
City of Austin
512.974.1585
randy.harvey@austintexas.gov

By creating safer intersections in the corridor, traffic congestion has been reduced. The safer intersections have also improved active transportation safety in the corridor.

FM 60/University Drive Bicycle and Pedestrian Connectivity Study

Bryan, Texas



Under contract to the Bryan-College Station Metropolitan Planning Organization (MPO), Halff prepared a study of a 6.6-mile section of the Farm to Market Road 60 (FM60)/University Drive corridor focusing on urban design and pedestrian/bicycle mobility.

The MPO's charge was to think completely "outside the box" and develop concepts to improve safety in the area and have a major impact on livability and economic enhancement. Halff developed a series of innovative treatments for segments of the corridor that completely rethink multi-mobility in the area. Strong consideration was given to depressing University Boulevard to create a park-like zone. This zone links major area retail and entertainment uses to more than 60,000 students on the Texas A&M campus and creates opportunities for higher density, safer crossings, and quicker flow of pass-through traffic. The plan opens the possibility of a truly unique "downtown" for College Station in the famous Northgate area adjacent to the campus.

Thinking "outside the box" produces innovative solutions to historically difficult challenges. Creative outcomes foster positive effects in closely related components, including livability, sustainability, and economic development.

Completed: 2018

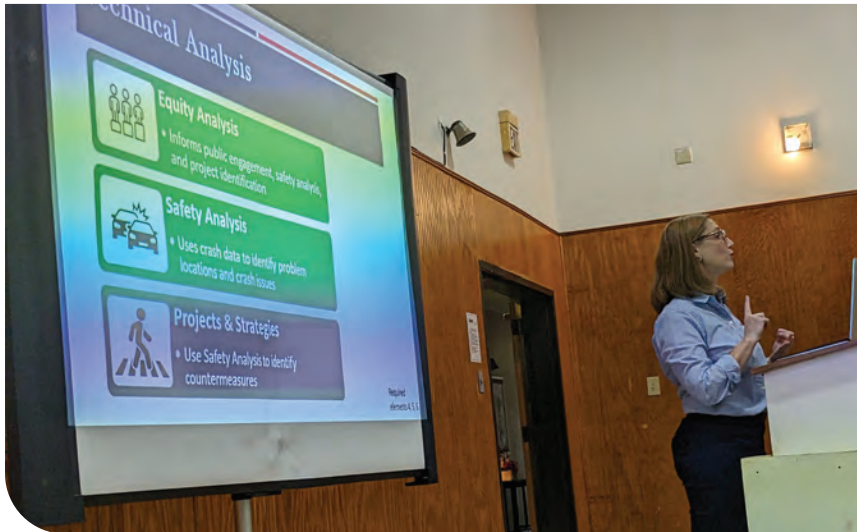
Scope: Bicycle and Pedestrian Connectivity Study, Corridor Planning, Active Transportation Planning, Placemaking

Reference

Daniel Rudge, Executive Director
Bryan-College Station MPO
979.260.5298
drudge@B/CSMPO.org

City of Natchitoches Comprehensive Safety Action Plan

Natchitoches, Louisiana



Alliance Transportation Group, LLC, was part of a team selected by the City of Natchitoches to prepare a Comprehensive Safety Action Plan.

The plan achieved a Leadership Commitment to the elimination of fatal and severe injury (F&SI) roadway crashes by aligning the goals and visions of the community with actionable projects to achieve that end, working with community leaders including the Mayor and City Council. ATG coordinated a steering committee comprised of technical experts and community members to provide Planning Structure over the process. Safety Analyses assessed five years of crash data and determined locations and key contributing factors, characteristics and causes of historic crashes for motor vehicles and people walking and biking.

Community engagement and collaboration occurred through online and neighborhood listening meetings to gather public input and feedback. ATG performed equity analyses to include minorities and other vulnerable populations in the process and evaluated project recommendations to distribute benefits equitably across the community.

Strategies to reduce crashes were developed and paired with locations to identify projects to be implemented. To set the City of Natchitoches up for continued success, ATG assisted them with the development of a dashboard that tracks progress and transparently reports that progress to community members. An action plan was prepared to summarize the process and guide future improvements to eliminate fatal and severe roadway crashes.

To facilitate public outreach and to provide a platform to educate the public about the ongoing processes of the SS4A Action Plan, ATG used Social Pinpoint to engage the public via one Internet-based platform. The website also overlaid potential project locations with proposed countermeasures and allowed the public to comment on recommended safety improvements from the list of proposed countermeasures.

Completed: 2023

Scope: Transportation Planning, Crash Analysis, Public and Stakeholder Engagement, Safety Countermeasures, Emphasis Area Analyses

Reference

Nick Verret, P.E., City Engineer
City of Natchitoches
318.357.3875
NVerretJr@natchitochesla.gov

Local policies, programs and projects were identified for a two-county area to meet guidelines established in the Safe Street and Roads for All federal safety program. A robust engagement initiative helped guide the project.

New Orleans Regional Planning Commission Path to Zero Safety Action Plan

Southeast Louisiana



Alliance Transportation Group, LLC was part of a team selected by the New Orleans Regional Planning Commission to prepare a Vision Zero Plan for St. John the Baptist, Tangipahoa, and St. Tammany Parishes. The New Orleans RPC was awarded a federal planning grant under the Safe Streets and Roads for All program. To fulfill the grant requirements and make recommended projects eligible for implementation funding under the same program, the plan will address all required planning grant components.

For this planning effort, ATG is a major subconsultant, leading several of the essential components. ATG is leading a robust public engagement effort to reach people throughout the three parish study area using a variety of online and in-person mechanisms. This includes developing and maintaining a micro-website that includes a variety of engagement features including an interactive map, visual preference survey and comment collection. The website also serves as a public receptacle where people can go and learn more about the project and view archived materials. In-person events include formal presentations, open house meetings, and intercept activities.

Completed: Ongoing

Scope: Transportation Planning, Crash Analysis, Public and Stakeholder Engagement, Safety Countermeasures, Emphasis Area Analyses

Reference

Jeff Roesel, Executive Director
New Orleans Regional Planning Commission
504.483.8528
jroesel@norpc.org

- ATG is leading the effort to develop an ongoing monitoring and evaluation tool to track progress to achieve Vision Zero after the plan development period ends. Working with NORPC, we are identifying the appropriate monitoring dashboard and selection of performance metrics.
- ATG is leading the effort to work to gain a leadership commitment to the elimination of fatal and severe injury (F&SI) roadway crashes by developing a framework that aligns the goals, principles, actions, and metrics with the visions of the community leadership.
- ATG is supporting the existing conditions, safety analysis and development of policy recommendations, as well as assisting with the development of a graphic risk plan that meets all grant requirements and prepares projects for implementation funding.



IV. Past Projects with Government Agencies and Private Industry

The Halff team has extensive SS4A project experience as well as traffic and active transportation safety and mobility related studies. The Halff team has completed dozens of safety projects for small, medium, and large municipalities as shown in the list of similar projects below.

Similar Projects The Halff team has completed hundreds of safety studies for cities, counties, MPOs and state agencies. Please see the list of Similar Projects.	TASK 1: Project Management/Initiation	TASK 2: Leadership Commitment and Goal Setting	TASK 3: SS4A Action Planning Structure	TASK 4: Safety Analysis	TASK 5: Engagement and Collaboration	TASK 6: Equity Considerations	TASK 7: Policy and Process Changes	TASK 8: Strategy and Project Selection	TASK 9: Progress and Transparency	TASK 10: SS4A Action Plan
	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	✓	✓		✓	✓	✓	✓	✓		
	✓	✓		✓	✓	✓	✓	✓		
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	✓	✓		✓	✓	✓	✓	✓	✓	
	✓	✓		✓		✓	✓	✓	✓	

Comprehensive Safety Action Plan, Natchitoches, LA		✓		✓	✓	✓	✓		✓	✓
NORPC Safe Streets for All (SS4A), Southeast Louisiana		✓		✓	✓		✓		✓	✓
NLCOG Safe Streets and Roads for All Regional Action Plan, Northwest Louisiana	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
SCPDC Regional Bicycle and Pedestrian Plan, Southeast Louisiana	✓			✓		✓	✓	✓	✓	
Victoria Active Transportation Plan, Victoria, TX	✓		✓	✓	✓	✓	✓	✓		
Temple Mobility Master Plan, Temple, TX	✓			✓	✓	✓	✓	✓	✓	
Brownsville Mobility Plan, Brownsville, TX	✓			✓	✓	✓		✓		
FM 60 Feasibility and Traffic Study, College Station, TX	✓	✓		✓	✓	✓		✓	✓	
City of Austin Critical Safety Improvements Project, Austin TX	✓	✓		✓	✓	✓		✓	✓	
Harris County Precinct 4 Katy East Community Plan and Mobility Study, Katy TX	✓	✓		✓	✓				✓	
Houston-Galveston Area Council Cemetery - Scott Road Corridor Study, Houston, TX	✓	✓		✓	✓				✓	



The following exemplify how Halff's previous experience can fulfill the City's long-term goals.

HALFF FLORIDA CONTINUING CONTRACTS FOR ENGINEERING SERVICES

BAY COUNTY	2000 to Present	CITY OF TALLAHASSEE UTILITIES	2010 to Present
BLUEPRINT INTERGOVERNMENTAL AGENCY	2021 to Present	CITY OF TAMPA	2002 to Present
CAPITAL REGION TRANSPORTATION PLANNING AGENCY (CRTPA)	2022 to Present	CITY OF TAVARES	1988 to Present
CITY OF BONITA SPRINGS	2018 to Present	CITY OF TREASURE ISLAND	2019 to Present
CITY OF CLEARWATER	2019 to Present	CITY OF UMATILLA	2007 to Present
CITY OF CLERMONT	2009 to Present	FLORIDA A&M UNIVERSITY (FAMU)	2009 to Present
CITY OF DADE CITY	2021 to Present	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION	2015 to Present
CITY OF DAYTONA BEACH	2021 to Present	FLORIDA DEPARTMENT OF PARKS	2003 to Present
CITY OF DELTONA	2020 to Present	FDOT - CENTRAL OFFICE	2017 to Present
CITY OF FERNANDINA BEACH	2021 to Present	FDOT - DISTRICT ONE	2018 to Present
CITY OF FRUITLAND PARK	2008 to Present	FDOT - DISTRICT THREE	2012 to Present
CITY OF GROVELAND	2017 to Present	FLORIDA FISH & WILDLIFE CONSERVATION COMMISSION	2018 to Present
CITY OF GULFPORT	2021 to Present	FLORIDA GOVERNMENTAL UTILITY AUTHORITY	2017 to Present
CITY OF LARGO	2015 to Present	FLORIDA HOUSING FINANCE CORPORATION	2018 to Present
CITY OF LEESBURG	2018 to Present	FLORIDA STATE UNIVERSITY	2016 to Present
CITY OF LYNN HAVEN	2021 to Present	GAINESVILLE REGIONAL UTILITIES (GRU)	2018 to Present
CITY OF MADERA BEACH	2020 to Present	HILLSBOROUGH COUNTY SCHOOLS	2010 to Present
CITY OF MASCOTTE	2003 to Present	LAKE COUNTY	2009 to Present
CITY OF MOUNT DORA	1992 to Present	LEON COUNTY PUBLIC WORKS	2011 to Present
CITY OF NEW PORT RICHEY	2003 to Present	LEON COUNTY SCHOOL BOARD	2018 to Present
CITY OF PANAMA CITY	2021 to Present	OKALOOSA COUNTY	2015 to Present
CITY OF PANAMA CITY BEACH	2021 to Present	NASSAU COUNTY	2024 to Present
CITY OF SEMINOLE	2022 to Present	PINELLAS COUNTY UTILITIES ENGINEERING	2022 to Present
CITY OF ST. PETE BEACH	2017 to Present	WAKULLA COUNTY	2017 to Present
CITY OF TALLAHASSEE	2010 to Present	WALTON COUNTY	2001 to Present



V. The Capacity to Accomplish the Work in Proposed Completion Schedule

The Halff team proposes to complete the City of Mount Dora Vision Zero Safety Action Plan within 8 months from Notice to Proceed. This time frame accounts for project closeout and City approval. The proposed schedule follows the S.A.F.E. Project Approach which incorporates all tasks identified in the City of Mount Dora Request for Qualifications No. 24-PW-015 Scope of Services. A graphical depiction for the proposed project schedule is shown on the following page.

Schedule Control Narrative

Our ability to maintain the work schedule is part of what will make this a successful project. Halff has a reputation of meeting the schedules that have been established by the project's owners. Our key to successful project execution is to develop the project schedule up front and to identify the required staffing levels. An integral part of developing the schedule is continued involvement with both the City of Mount Dora and relevant regulatory agencies. Our technique includes using partnering sessions at the beginning of the project and obtaining commitments from project partners to expedite the decision-making and review process.

A successful schedule allows the project to develop in an orderly manner. Our project managers and task leaders are given the resources and authority to develop the project schedule and to assign resources to meet the schedule. Gary Phillips will be responsible for developing and maintaining the project

schedule. He has a record of exemplary performance on a variety of projects and fully understands the design process. He can sequence tasks so multiple tasks are worked on concurrently, thereby reducing the overall project schedule.

For each component of production effort, team members will review the project and confirm the schedule is reasonable for their assigned tasks. Schedules will be updated regularly so each team member can visually see project progress. If for any reason a schedule varies, a contingency plan will be produced for schedule recovery. The schedule will be directed back on track by focusing the team on critical tasks, applying additional resources to the project, or by combining both of these solutions.

Key components to staying on schedule include:

- Establishing an end date and reinforce the date each time the schedule is discussed - we will identify critical decisions early and see that action is taken by those responsible.
- Providing adequate staffing at all times - we will make certain staff beginning a task finish it, to the extent possible.
- Holding monthly project progress meetings with the City's Project Manager - we will discuss, decide, and document key decisions in these meetings.



PROPOSED PROJECT SCHEDULE

APPROACH SECTION	DESCRIPTION	2024				2025							
		SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG
S Seek and Identify	Project Management/Initiation												
	Data & Information Collection												
	Equity Considerations												
A Analyze	Crash Data Analysis												
	Network Screening												
	Safety Investigation												
F Find Solutions	Strategy and Project Selection												
	Policy and Process Changes												
	Progress and Transparency												
	DRAFT Vision Zero Safety Action Plan 2/28/25												
	FINAL Vision Zero Safety Action Plan 4/30/25												
	Planned Action Plan Adoption 6/30/25												
	Planned SS4A Final Report 8/31/25												
E Engage	Community Engagement/Project Steering Committee												
	Leadership Commitment and Goal Setting												

LEGEND

-  Project Milestone
-  Project Team Meeting
-  Community Engagement
-  Project Steering Committee
-  Planned Action Plan Adoption
-  Planned SS4A Final Report

Project Tracking and Reporting

The Halff team has been structured for our **Project Manager (PM), Gary Phillips, AICP**, to report directly to the City's Project Manager (PM). Each of our team members, technical staff, and subconsultant will report directly to Gary. Our **Principal-in-Charge, Duane Booth, PE**, will make certain the team continues to have the necessary resources and personnel and remains in contact with Gary to identify when the project team needs to tap into any of the additional identified resources. Duane can secure additional resources as needed to keep the project properly staffed.

Each of the task leaders reports directly to Gary, who will lead internal project status meetings, disseminate information, and keep all team members informed of decisions and project progress. Gary will be in constant contact with the team for the duration of this project and make certain all team members are equally knowledgeable of all project issues, commitments, schedules, deliverables, and ongoing communication while being concise and effective in moving the project forward in an efficient manner.

Throughout the project, Gary will consistently communicate with the City PM to provide status updates, address concerns, document any changes, and provide resources and experience to identify solutions. Gary will utilize several methods to maintain consistent communication:

- **Bi-weekly Status Meetings.** These meetings include the Halff team, City PM, and others as deemed necessary. These meetings will focus on the overall project schedule, major project tasks, upcoming efforts, and project strategy to maintain the timeline. Various task leads are brought to the meeting to address the most technical and critical challenges.
- **Project Status Reports.** Each month, our PM/DPM will send a status report that allows the City PM to have a clean formal record of the current project schedule and associated tasks discussed over the past month.
- **Virtual Conference Calls.** The Halff team utilizes Microsoft Teams and will schedule and conduct impromptu virtual meetings to quickly address any project issues as they arise, as well as to share newly discovered information.
- **Project Site Visits.** A key element of a successful project is to understand the project area, and throughout the project, the Halff team will meet the City PM to walk through issues identified during the plan development and review on-site to determine options and alternative approaches.
- **Collaboration Tools.** The Halff team utilizes Google Docs, Microsoft OneDrive, and other sharing platforms to facilitate concurrent reviews of deliverables to improve the efficiency and effectiveness of internal and external reviews.





VI. Understanding of the Project

OUR UNDERSTANDING

Transportation safety planning must provide safety for all community members, including those who might be at a disadvantage. This concept is called Safety Equity. The Halff team will use our **S.A.F.E.** Approach to achieve Safety Equity in Mount Dora. This four-layered approach is the foundation for a robust and inclusive planning process that delivers a clear vision and data driven solutions to the City of Mount Dora.



We pride ourselves on creating plans that do not “sit on the shelf” by delivering realistic solutions with actionable implementation plans. Our experience with community grants provides our team with a deep understanding of municipal government, politics, and market realities.



The City of Mount Dora Vision Zero Safety Action Plan must provide enough direction and detail to guide decision-making, outline critical follow up projects, and create accountability for the individuals and teams responsible for putting it into action. Establishing clear prioritization and decision-making criteria makes sure the plan is accessible and valuable to all stakeholders, including elected officials, staff, state and local partner agencies, and residents.

SAFETY STUDIES

The Halff team has extensive experience in developing safety programs and viable safety projects for small, medium, and large municipalities. The keys to successful completing safety studies are a clear and specific understanding of agency priorities, goals, and expectations for the process. The first challenge that needs to be clearly and concisely resolved is the availability of high-quality crash, traffic, roadway, and environmental data. While crash data and traffic count data is often readily available, a Systemic Safety Analysis Report or a Local Roadway Safety Plan can also benefit from detailed inventories of changes to the roadway infrastructure that have occurred over the analysis years, and databases and maps of terrain features and the location of signage, safety equipment, and traffic control. Halff's team approach to safety is based on the following:

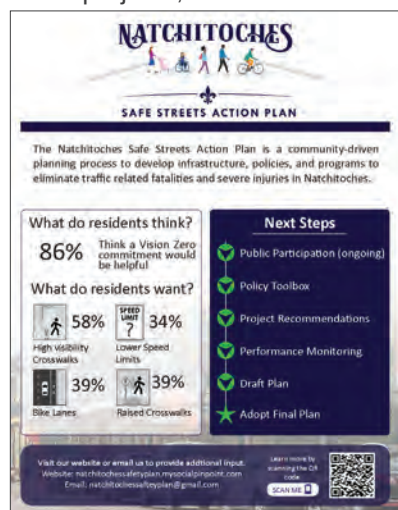
- Identify crash types associated with severe and fatal injuries based on system-wide collision data.
- Identify risk factors associated with severe crash types that can be used to identify and prioritize other high-risk locations, regardless of location crash history.
- Identify low-cost countermeasures that can be implemented at a large number of locations in order to maximize the safety investment return.
- Identify, map, and prioritize locations across the roadway network for implementation through Small County Outreach Program (SCOP), Small County Road Assistance Program (SCRAP), and other available funding mechanisms. Halff regularly assists municipalities with successful local, state and federal grant applications.

The following is a list of Local Safety Studies the Half team has successfully delivered to Cities, Counties, and MPOs:

- City of Austin, TX
- City of College Station, TX
- City of Houston, TX
- City of Katy, TX
- City of Richardson, TX
- City of Temple, TX
- City of Brownsville, TX
- City of Shawnee, OK
- Oklahoma City, OK
- City of Tulsa, OK
- North Central Texas Council of Governments, TX
- Dallas-Fort Worth, TX
- Bexar County, TX.
- Hidalgo County, TX
- City of Groveland, FL
- City of Panama City, FL
- CRTPA MPO, FL
- Leon County, FL
- Bay County, FL
- Wakulla County, FL
- Jefferson County, FL
- Gadsden County, FL

VISION ZERO ACTION PLANS

The Half team completed the Corpus Christi Comprehensive Safety Action Plan and are currently working on developing Vision Zero Action Plans for Natchitoches, NORPC, and NLCOG Louisiana. On these projects, our team members have assisted the



injury networks to maximize the impact of future safety

improvement projects, and established metrics and targets for collision reduction monitoring. Through an extensive safety analysis, community outreach and field observations our team members have identified proven safety countermeasures to decrease roadway conflicts, create networks that are safe for all users.

OUR OBSERVATIONS

What makes Mount Dora unique? What makes Mount Dora unique is its historic downtown and a culinary scene that rivals those of metropolitan areas. Standing at an elevation of 184 feet above sea level, the downtown area has retained much of its original 1884 grid system layout. Mount Dora's Historic District includes over 500 contributing architectural resources, such as a historic school, library, theater, community buildings, and numerous homes. The city hosts many special events throughout the year, including Art in the Alley every second Friday of the month, as well as the Annual Scottish Highland Festival, Sailboat Regatta, Blueberry Festival, Bicycle Festival, and Craft Beer Fest.

The Half team recognizes this and proposes a Vision Zero Safety Action Plan to build upon your existing assets while creating a safe community, fueled by robust data analysis and actionable solutions. This section highlights key observations that will be crucial during the planning process.

Biking and Walking in Mount Dora

Mount Dora is laid out to support a walkable and bikeable environment. However, many local and arterial roadways lack the appropriate multimodal infrastructure to facilitate safe and comfortable active transportation. By studying and addressing active transportation in this Plan, we can identify policies, programs, and investments to enable a safe and accessible active transportation network.

Preparing for Growth

The City of Mount Dora has been growing at an almost 5% annual pace leading to a consistent increase in traffic and the commercial and residential development in the area. Our teams' familiarity with the population patterns in the City will help us to integrate a more focused approach to anticipated future growth. This enables us to provide a Safety Action Plan that considers the impacts of future population increases.

High-Level Crash Safety Analysis

Signal4 Analytics data pinpoints several Mount Dora intersections as areas of concern: particularly US 441

(SR 500) and its crossings with North Donnelly Street, Limit Avenue, Lincoln Avenue, East 1st Avenue, Eudora Road, Spring Harbor Boulevard, and Old Mount Dora Road. Other crash hot spots include CR 19A and Eudora Road, along with East 5th Avenue, and North Donnelly Street. (See aerial below). The busy US 441 and North Donnelly Street intersection is the most troublesome of these intersections. With numerous turning lanes, two fast food restaurants, a gas station and drug store all converging in one spot, it is easy to see why this spot is the site of many crashes. A challenging intersection for vehicles to navigate is likely even more harrowing for pedestrians and bicyclists.



US 441 and N. Donnelly Street Intersection

State Coordination

US 441 is a major arterial traversing the City of Mount Dora, which is owned and maintained by FDOT. Due to the importance of this and other state-maintained roadways, FDOT staff will be included throughout the planning process. The Halff team will make sure to document crash statistics and potential contributing factors allowing FDOT to review potential safety-focused improvements and initiatives. In addition, the Safety Plan's recommended solutions and investments will consider FDOT's practices and role in project implementation.

SAFE APPROACH

The Halff team proposes a streamlined approach to performing the required work efforts. The team will focus on the Safety Equity concept as defined by achieving safe mobility systems for all users and modes regardless of income, social or aptitude characteristics. For the Mount Dora Vision Zero Safety Action Plan, the Safety Equity concept is manifested through the team's project approach known as **S.A.F.E. Employing the S.A.F.E.**

Approach, the Halff team will:

SAFETY EQUITY	S	SEEK & IDENTIFY Seek and identify the safety needs within the City of Mount Dora
	A	ANALYZE Analyze the information gathered using a comprehensive process
	F	FIND SOLUTIONS Find solutions leading to safe, equitable mobility systems
	E	ENGAGE Engage stakeholders and the public throughout the process to inform the Halff team of mobility system needs and disseminate the team's progress to transportation system users

The **S.A.F.E.** approach to the project will be accomplished by an experienced and diverse team. The team will be led by Project Manager Gary Phillips, AICP. Gary has over 35 years of experience in the transportation planning arena, including more than 10 years at the City of Tallahassee/Leon County Intergovernmental Agency where he managed several of the most iconic projects in Tallahassee including Cascades Park, North Monroe Pedestrian Bridge Project, Franklin Boulevard Complete Streets Project and Southeast Capital Circle widening project from two to six lanes. The supporting team under Gary's leadership is identified in the Halff organization chart in Tab II.

The **S.A.F.E.** approach will focus on community engagement, equity, sustainability, and particularly active transportation modes. Incidents involving both motor vehicles and active transportation users result in the most severe injuries. The Halff team's comprehensive approach to this vital study is the first step to providing a safe experience for visitors and residents of the City of Mount Dora.

S

SEEK AND IDENTIFY

(Scope Tasks 2, 4, 6 & 8)

Achieving Safety Equity begins with understanding. This understanding involves actively

engaging with partners, stakeholders, and the public to discern their needs and concerns. Additionally, empirical data is collected from third-party sources as well as those available from federal, state, regional, and local agencies. In addition to these quantitative data sources, the plan will be supported by qualitative data gathered through the array of public engagement activities, which will be detailed in the Engage section.

CRASH DATA COLLECTION

The team will follow industry-standard empirical data and information collection practices. Existing and previous reports, plans, studies and other available information – including local government ordinances and resolutions – applicable to the Vision Zero Safety Action Plan will be gathered and analyzed. We are adept at collecting and analyzing crash data as called for under the SS4A program, using historic crash data, as available through Florida's Signal4 Analytics (S4), and supplementing collected information with roadway characteristic information, using geospatial analysis tools to drill down to the precise crash factors at specific locations.

Our team will review and document all existing, proposed, and planned data and studies along with existing bicycle and pedestrian facilities within the functional classification network (collectors and arterials). The team will also collect and evaluate data relevant to safety performance and equity. This includes crash data, traffic volume data, roadway

characteristic data (e.g., intersection control, number of vehicle lanes, volume, posted speed), land use data (e.g., locations of schools and transit stops), and demographic data. This helps us to create a holistic project geodatabase containing relevant data sets that will be used to later develop project recommendations.

The number of years included in the crash data analysis is a critical consideration. Based on FDOT crash data guidance, it is recommended to pull the last five full calendar years of data as well as the current year up to the day before crash data is available. It is important to note that Signal Four Analytics (S4) will not contain crashes that are less than 60 days old from the date data is obtained.



We recommend obtaining five years of crash data from January 2019 through December 2023, to comprehensively understand and identify collision patterns and trends. In addition, we will obtain crash data for the partial year of 2024 to verify crash trends from the 2019-2023 data set. The City of Mount Dora Five-Year crash data including the total crashes, serious injuries and fatalities is shown in the table and heat map below. The total crashes and serious injuries have decreased since 2019 with the number of fatalities averaging 2.8 per year.

**TARGET ZERO****FLORIDA'S TRANSPORTATION SAFETY INITIATIVE**

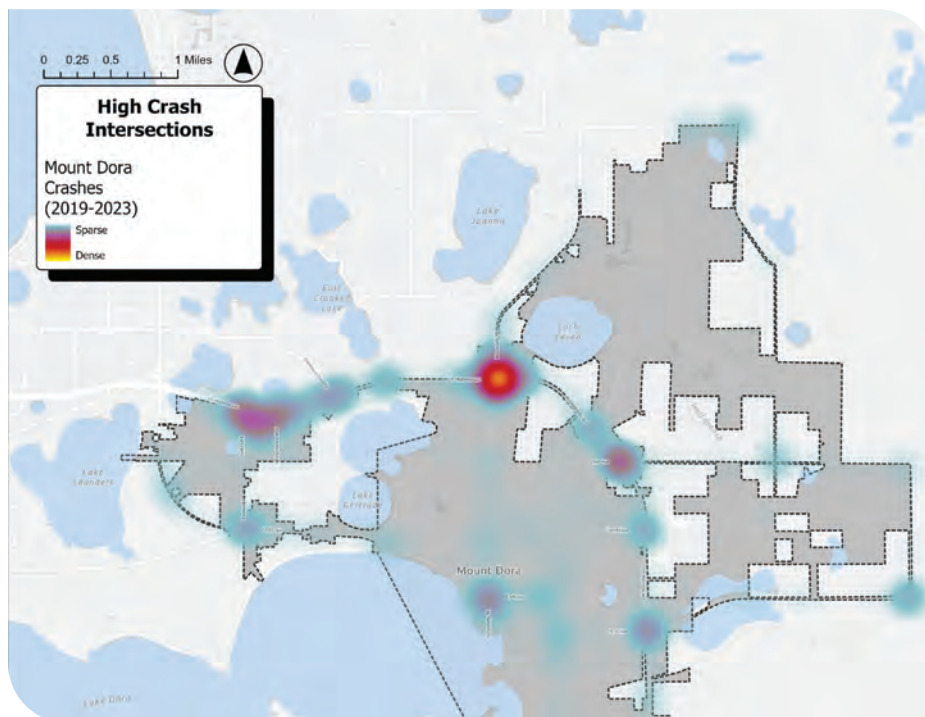
Year	Total Crashes	Serious Injuries	Fatalities
2024	259	1	0
2023	672	10	3
2022	736	11	2
2021	693	16	3
2020	681	16	4
2019	825	32	2
Total	3,866	86	14

performance measures leading to more equitable outcomes in the future.

Our approach to equity analysis begins with preparing a demographic overview, identifying trends in population and economic growth, decline, and drill down into the population characteristics including transportation, health, environmental, economic, resiliency, and equity factors. We also identify minority, low-income and vulnerable communities, as well as areas that may reveal other transportation

disadvantages based on vehicle access, educational attainment, disability status and driver age.

Underserved communities will be defined to identify disparate impacts, focused engagement areas, and to align projects with intentional benefits. To coordinate alignment with the SS4A Self Certification Checklist for communities wishing to seek additional implementation funds under the same program, we use the US DOT's Transportation Disadvantaged Dashboard Transportation Disadvantaged Census Tracts (arcgis.com) to show demographic dynamics of the study area according to previously identified thresholds. This is supplemented with US



Looking deeper into crash reports, making field observations, and working with stakeholders and law enforcement officials can help determine areas that may have underreported crashes, line of sight issues, or a significant number of near misses. Site visits will be necessary to determine other issues contributing to the crashes at particular intersections.

Equity

The Halff team will assist the city with prioritizing equitable solutions to roadway safety and access, considering the increased risk that marginalized communities face regarding traffic injuries and fatalities. We perform equity analyses that identify the size and location of marginalized populations to better inform the solutions developed in the plan. We also understand developing a transportation equity plan goes beyond including vulnerable populations in the planning process, but also includes best practices

Bureau of the Census American Community Survey (ACS) five-year data at the Census Tract level to drill down to understand individual neighborhoods and corridors.

This analysis is used during the planning process to encourage participation from groups not traditionally engaged in community planning events and activities, and once again during the project selection and prioritization process to produce equitable outcomes regarding safety improvements.



ANALYZE

(Scope Tasks 4 & 8)

Once the crash data is obtained, the team will prepare a geolocated crash database based on the collected crash data. Crashes will be automatically geolocated coming from S4 but will be reviewed and

“cleaned” so the correct type of fatal/serious injury crash is verified. All data cleaning steps used to create the crash dataset will be thoroughly documented to allow replication of analysis going forward. During the data cleaning effort, the team will work with the Florida Highway Patrol, Lake County Sheriff’s Office, and City Police Departments to cross-reference and verify fatality data as needed.

CRASH DATA METHODOLOGY

The crash patterns and trends analysis will evaluate behavioral and roadway patterns associated with fatal and injury crashes in Mount Dora. We will approach the crash analysis through the lens of a comprehensive safety evaluation based on a two-pronged approach: performing a location-specific analysis (to identify high crash locations) and a systemic safety analysis (to identify high risk locations).

Location-Specific Analysis: Our team prepared a GIS-based safety screening tool we will use to efficiently identify locations with concentrations of fatal and serious injuries. This tool has allowed us to effectively screen statewide and regional networks, including roadway segments and intersections, across numerous jurisdictions. These analysis results will be used to identify locations for further evaluation for potential site-specific and systemic solutions.

Systemic Safety Analysis: The systemic approach is founded on the principle that while low-frequency/high-severity crash locations may seem random, the contributing factors behind these crashes are predictable and can be addressed.

This type of proactive analysis is foundational to the Safe System Approach. This analysis will identify



characteristics across the regional network that correlate with fatal and serious injury crashes for each mode, even if the crashes are not geographically concentrated. These characteristics could include roadway features (e.g., lack of paved shoulder, lack of pedestrian infrastructure), driver behaviors (e.g., speeding), or external conditions (e.g., weather, time of day).

Local Road vs State Road Considerations: The team understands the City may not be able to implement potential projects on State owned and operated facilities. This is why it will be critical to screen the network for crashes occurring on local roads vs state roads. Performing this screening early in the analysis process will set the team up for identifying potential projects for City of Mount Dora and coordination opportunities with FDOT District Five and/or other roadway maintaining agencies.



High Injury Network (HIN): Locations identified in one or both of the safety analyses above may be good candidates for the City of Mount Dora HIN. To incorporate all roadway users, four different HINs are proposed for the Local and State Road HINs: vehicle, pedestrian, bicycle, and motorcycle. Crashes involving these roadway users differ significantly, so preparing separate HINs will allow the team to craft projects and strategies that relate back to each specific group and land use context.

Equity Screening: Once the HINs have been established, the various locations will be screened based on the equity analysis discussed above. The goal of this step is to identify HIN locations impacting underserved communities, as these areas should be a higher priority for safety improvements. If the City would like to explore potential SS4A Implementation Grants, the project(s) should strongly tie back to improving safety in underserved communities.

Corridors to be Reviewed for Potential Projects/ Strategies: The HIN corridors/intersections that overlap the identified underserved communities should be the primary locations reviewed for the potential projects/strategies. After analyzing the data, the Halff team will identify and evaluate safety risks. They will also provide a curated set of potential safety treatments and strategies to address minimizing the high-risk events. These treatments and strategies will include crash predictions directly correlated to conflict types.

The team will also provide a comprehensive Safety Report at each high incident rate location. Similar to a road safety audit, these reports identify risks and potential mitigations, but are designed to be quantitative. These reports are designed to present multiple countermeasure options and strategies rather than a single engineering recommendation per location. The countermeasures range from low-cost, quick-fix treatments to longer-term signalization, roundabout, or roadway reconfiguration countermeasures.

During project analysis efforts, the Halff team will evaluate existing policies and process guidelines for effectiveness and possible revisions intended to improve transportation system safety. The Halff team will work closely with the Project Steering Committee and staff to review the policies and processes.

F

FIND SOLUTIONS

(Scope Tasks 7, 8 & 9)

The Safety Equity initiative will be implemented through a collection of projects, programs

and policies to be formulated from the analysis results. These solutions will adhere to the vision and goals established during the engagement process. A comprehensive list of solutions will be developed to adhere to the established Safety Equity strategy. The recommended solutions will be identified and presented in two primary formats:

Areas for Special Consideration: Using the HIN, the Halff team will work with City of Mount Dora staff and the PSC to identify areas of special consideration. These key locations in the city undergo a conceptual redesign to highlight key design changes that will improve safety. Visual representation, listed countermeasures, and cost estimates will be included to prepare the City of Mount Dora for opportunities for grant funding.

Work Program: The preparation of a preliminary implementation plan that categorizes and prioritizes policy-based and investment-based actions, will be developed. The work program should include the following:

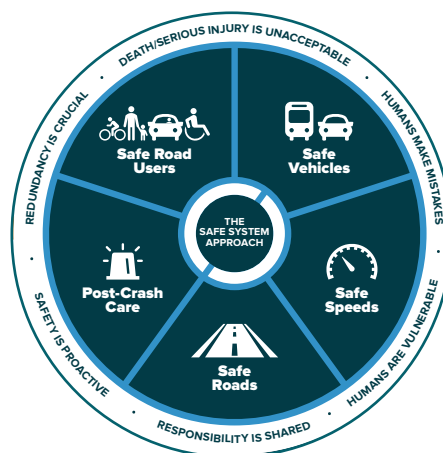
- Develop project prioritization criteria for prioritizing safety projects at the high crash locations.
- Develop a list of high crash locations with specific projects and interventions to address safety issues. These projects may be added to the City of Mount Dora's existing capital improvements program or may otherwise result in the modification of one or more existing projects.
- Develop areawide strategies focused on broader strategies to address safety issues across the entire city. Action types may include operational change, financial investment, regulation, policy, future planning, etc.
- Prepare an administration program with staged improvement plan with oversight roles and establishes plan monitoring, metrics, and amendments.
- Prepare a funding strategy that identifies resources and actions to obtain grant funding to begin implementation of the recommended solutions.

- Develop a scorecard to track progress of the project in achieving its safety goals and objectives.
- Develop a web-based dashboard to track progress that provides real-time updates to the public and stakeholders.

Throughout the 8-month Safety Action Plan development, comments from stakeholders and the community will be sought as described in the engagement section. Comments received will be used as the basis for revising the Draft Safety Action Plan for presentation to city staff, City Council, and other stakeholders as needed. Following approval by the City Council, a Final Safety Action Plan will be prepared for print and digital publication.

THE SAFE SYSTEMS APPROACH

All recommendations made through site designs and in the work program will follow the Federal Highway Administration's Safe Systems Approach. The approach involves placing multiple layers of safeguards into the transportation system. Its purpose is to prevent crashes from occurring and to reduce the severity when crashes do happen. This comprehensive approach serves as a guiding framework to enhance safety in all roadway settings.



Graphic Source: FHWA/highways.dot.gov

E

ENGAGE

(Scope Task 5)

Achieving Safety Equity begins with understanding the community's needs and concerns through engaging stakeholders. The Halff team will assist City staff with establishing a PSC that will at a minimum include representatives from the City, Lake-Sumter Metropolitan Planning Organization, FDOT District Five, City Police, and the Community Traffic Safety Team. The PSC will be used to better understand local safety concerns and conditions and will be coordinated with periodically throughout the 8-month study. Focused partner interviews will also be conducted during the data gathering process to verify local safety concerns are identified and considered in the evaluation process.

The safety equity initiative engagement strategy is robust and focused on two-way communication. The strategy includes all aspects, including general public, stakeholders, agency personnel, as well as elected and appointed officials. Engagement efforts will be designed for the Halff team to receive critical information while updating these groups regarding the study's progress. This will be accomplished through regularly scheduled meetings and special engagement opportunities, including a County-wide safety event and a public workshop.

The Halff team proposes the following series of meetings and events. A graphical representation for these opportunities to communicate is shown in the proposed project schedule on page 48.

- Bi-weekly coordination meetings with project sponsors
- Three rounds of community engagement meetings public events including a kick-off meeting,
- Three meetings with the PSC
- Three to four meetings with the City of Mount Dora City Council
- Continuous engagement throughout the project though electronic and in-person opportunities

The engagement process will be particularly focused and structured to include all willing participants –

particularly underserved communities – are afforded the opportunity to be engaged.

The SS4A Safety Action Plan is an integral element of the Lake-Sumter County MPO transportation planning process and as such, must have goals and objectives that are established within the framework of the regional goals. In addition to the regional goals, the goals identified on the statewide and federal levels must also be considered.

In addition to reviewing federal requirements, the first step in the development of the SS4A Safety Action Plan goals and objectives is to review the pertinent local, regional, and state transportation plans, including the following:

- Lake-Sumter MPO 2045 Long Range Transportation Plan (LRTP)
- Lake-Sumter MPO FY 2024-FY 2028 Transportation Improvement Program (TIP)
- Lake-Sumter MPO Adopted Transportation Project Priority List (PPL)
- FDOT Five-Year Work Program (Safety Projects)

The Halff team will develop draft goals and objectives and refine them with input from County staff. These draft goals and objectives will be presented to the PSC for review and input. Ultimately, the objectives developed will be linked to the performance measures. The development of SS4A goals, objectives and performance measures will be presented to the City Council for concurrence.

Activities and Deliverables:

- Plan review
- Peer review
- Development of goals, objectives, and performance measures
- PSC Input
- Presentations to City Council

Another critical engagement component will be a continuous safety equity education initiative. This will be accomplished through various strategies and by making safety equity a top priority within the community. Safety equity education strategies include public school education programs, community websites and community advertising campaigns.

To provide the most opportunities for project engagement, the Halff team proposes to conduct a series of “pop-up” events. These opportunities would

not be formally scheduled but rather would provide impromptu information and comment gathering points for the project. Pop-up events could include the following opportunities:

- Mount Dora Arts Festival
- Mount Dora Craft Fair
- Christmas Parade and Festival
- Mount Dora Farmers Market

There are many ways to make certain the historically underserved populations are afforded access to the project and their voices are heard. These strategies may include:

- Door-to-door information distribution
- Distributing information at transit stops and on vehicles
- Pop-up tables at recreation centers, community centers, and laundromats

All pop-up opportunities will be designed to gather anecdotal information to supplement the traditional empirical data. Our team will partner with you to prepare and distribute social media, e-mail blasts, and a potential e-newsletter throughout the project. Social media materials can be produced to generate direct mailings through postcards or utility bill inserts.



Our Community and Stakeholder Engagement Toolbox includes:

- **Branding Your Story** – The planning process should be branded to make it more visible to the community. This visibility creates greater awareness, participation, and buy-in. We will leverage existing city branding to develop a project brand that reflects Mount Dora's values, principles, and vision for this effort.
- **Public Safety Campaign Landing Page** – We will work with you to maintain a dynamic project webpage that provides timely information on plan processes, products, and participation opportunities.
- **Community Survey** – An electronic survey will be created and distributed to get feedback regarding roadway safety considerations and priorities from residents and stakeholders.
- **Interactive Mapping Tool** – We will create and disseminate an interactive online map allowing participants to identify points of interest, concern, or emphasis needing to be addressed in the Plan.
- **Digital Ads** – Digital social media ads will be placed to encourage participation in outreach activities from various audiences. This is an excellent way to get information and surveys in front of populations and is an effective method to reach demographics underrepresented in traditional outreach efforts.
- **Project Steering Committee (PSC)** – We will work with the PSC to provide the plan vision, serve as a sounding board for recommendations, and as ambassadors for the planning process.
- **Partner Outreach** – The Halff team will meet in small group sessions with organizations and stakeholders to gain a deeper understanding of the complexity and variety of issues facing Mount Dora. This effort would include but not limited to contacting:
 - Emergency response/public safety departments
 - Hospitals/urgent care centers
 - Local schools
 - FDOT representatives
 - Local Law Enforcement Officials
 - Mount Dora Chamber of Commerce
 - Mount Dora Tourism Department
- **City Council Interviews** – The project team will meet in a non-quorum group setting with members of the Mount Dora City Council. These meetings will be

an opportunity for council members to express their goals and vision for roadway safety in Mount Dora.

- **Community Engagement Booths** – The Halff team will attend community events to retrieve feedback, community preferences, and speak with residents about the planning process.
- **City Council Updates** – The Halff team will attend regularly scheduled City Council Meetings to provide information, including the plan's key findings and solutions.
- **Community Presentations** – Three rounds of scheduled community engagement meetings will be held to provide information, receive input at critical milestones during the study.



CONSULTANTS FAMILIARITY WITH TRAFFIC ENGINEERING STUDIES

Halff understands the City of Mount Dora needs a team that can provide professional traffic engineering services for safety analyses and potential countermeasures. Based on our experience with SS4A SAPs and review of the project scope, the following are a few key components we will implement for this study.

Safety Analysis | Vision Zero Planning

We will work with our subconsultant ATG for Vision Zero Planning, conducting crash data, and diagrams analysis. Halff will perform a field visit and walk the intersection/street. This will be conducted as a road safety audit, where safety concerns are identified, even if the provided crash data does not demonstrate associated issues. Areas of identified crash patterns will be observed during a high traffic volume period. The intersection safety crash analysis will allow us to understand existing crash patterns and provide recommendations or potential countermeasures to mitigate crash patterns and severe crash types with a focus on protection of users.

Our team will identify interim or “early out” treatments, and reasonable mid-term and long-term safety countermeasures. These treatments may include quickly executing safety countermeasures of low cost and easy installation such as signage, pavement markings, delineator poles, and signal adjustments or mid-term and long-term improvements beyond interim or “early out” treatments such as median installation, install pedestrian detection, add shoulders, and correct rutting. For locations where potential driveway closures are considered, we identify access or routes that are sensible and applicable.



1. PROPOSERS CHECKLIST FORM

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Qualification.

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

- ☒ All applicable forms have been signed and included
- ☒ All information as requested in the Proposer's Qualification Form is included.
- ☒ Any addenda has been signed and included.
- ☒ The Bid will be electronically delivered in time to be received no later than the specified due date of June 10, 2024 and time of 2pm. Bid will not be considered otherwise. Electronic responses are the only accepted method of response delivery to the City.

Halff Associates, Inc. _____

Company



Authorized Signature

Duane Booth, PE, Vice President

Printed Name & Title

dbooth@halff.com

Email

902 N. Sinclair Avenue

Address

Tavares, Florida 32778

City, State, Zip Code

O: 352.557.9210

Telephone No.

N/A

Fax No.

2. CONFLICT OF INTEREST AFFIDAVIT FORM

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the Proposer, and its employees, officers and/or agents, certifies, and hereby discloses, that, to the best of its knowledge and belief, all relevant facts, concerning past, present or currently planned interest or activity (financial, contractual, organizational or otherwise) which relates to the proposed work and bears on whether the Proposer and/or any of its employees, officers and/or agents, has a possible conflict, have been fully disclosed.

Additionally, the Proposer and its employees, officers and/or agents, agree to immediately notify in writing the City of Mount Dora Purchasing Office, if any actual or potential conflict of interest arises during the solicitation process.

Halff Associates Inc.

Company

[Signature]
Authorized Signature

Duane Booth, PE, Vice President

Printed Name & Title

dbooth@halff.com

Email

902 N. Sinclair Avenue

Address

Tavares, Florida 32778

City, State, Zip Code

O: 352.557.9210

Telephone No.

N/A

Fax No.

STATE OF FLORIDA

COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Duane Booth, as Vice President, of Halff Associates Inc. who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this

29th day of July, 2024.

(stamp)

[Signature]
NOTARY PUBLIC



RFQ# 24-PW-015 ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A

3. F.S.S SECTION 287.138 CERTIFICATION FORM

**FLORIDA STATUTES, SECTION 287.138
CERTIFICATION**

I, _____ (person) Duane Booth, PE _____, as the _____ (title) Vice President _____ of _____ (entity) Halff Associates, Inc. _____, do hereby certify that _____ (entity) Halff Associates, Inc. : (i) is not owned by the government of a foreign country of concern as defined by Florida Statutes, Section 287.138; (ii) does not have the government of a foreign country of concern, as defined by Florida Statutes, Section 287.138, as a controlling interest owner; (iii) is not organized under the laws of a foreign country of concern, as defined by Florida Statutes, Section 287.138; and (iv) does not have its principal place of business in a foreign country of concern as defined by Florida Statutes, Section 287.138.



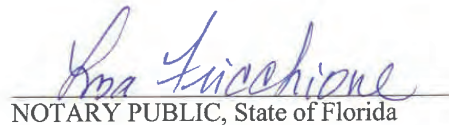
Print: Duane Booth, PE

Title: Vice President

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Duane Booth, who personally swore or affirmed that he/she is authorized to execute this Oath and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 29th day of July, 2024.

(stamp)



NOTARY PUBLIC, State of Florida



RFQ# 24-PW-015 ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A

4. AFFIDAVIT OF COMPLIANCE WITH FLORIDA STATUTES, SECTION 288.0071

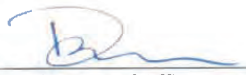
AFFIDAVIT OF COMPLIANCE WITH SECTION 288.0071, FLORIDA STATUTES,
ECONOMIC INCENTIVES TO FOREIGN ENTITIES OF CONCERN

Before me, a notary public, in and for the State of Florida – at large, personally appeared, Duane Booth, PE, and having first made due oath or affirmation, states:
(Write Name Here)

1. My name is Duane Booth, PE
(Write Name Here)
2. I am the Vice President of Halff Associates, Inc.
(Insert Job Title) (Insert Company Name)
3. The Company was formed in Kaufman, Texas and is a Corporation
(Country and State) (List the Type of Entity (ex.: LLC, Inc., etc.))
4. I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit.
5. I affirm that the Company is not:
 - a. Owned or controlled by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively and individually, a Foreign Country of Concern), including any agency of or any other entity of significant control of such Foreign Country of Concern. Where 'controlled by' means *having possession of the power to direct or cause the direction of the management or policies of a company, whether through ownership of securities, by contract, or otherwise; or a person or entity that directly or indirectly has the right to vote 25 percent or more of the voting interests of the company or that is entitled to 25 percent or more of its profits is presumed to control the foreign entity; or*
 - b. A partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a Foreign Country of Concern, or a subsidiary of such entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Signed and Delivered on this 29th day of July, 2024.

BY: 

Signature of Affiant

Duane Booth, PE

Printed Name

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Duane Booth, as Vice President, of Halff Associates, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this day of July 29, 2024.

(stamp)




NOTARY PUBLIC

RFQ# 24-PW-015 ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A

5. GRANT FUNDING COMPLIANCE FORM

GRANT FUNDING COMPLIANCE
STATEMENT AND CERTIFICATION

Engineering Services
Project Name: Vision Zero Safety Action Plan SS4A Project Number: RFQ 24-PW-015
Project Location: City of Mount Dora

CERTIFICATION

The Bidder/Proposer hereby agrees to comply with any and all local, state and/or federal grant funding requirements, to the extent applicable to the Project, and that any and all applicable local, state and/or federal grant funding requirements shall be included within the agreement resulting from this solicitation RFQ 24-PW-015.

Dated this 29th day of July, 2024. I hereby certify the above statement on behalf of the Bidder/Proposer. I hereby further certify that I have the authority to execute this certification and bind the Bidder/Proposer accordingly and that I am the same individual who is authorized to execute any Agreement resulting from this solicitation RFQ 24-PW-015.

Halff Associates, Inc.

Name of Firm

[Signature]

Signature

Duane Booth, PE

Printed Name

Vice President Title

STATE OF FLORIDA

COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Duane Booth, as Vice President, of Halff Associates, Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Proposing Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this

29th day of July, 2024.

(stamp)

[Signature]
NOTARY PUBLIC



RFQ# 24-PW-015 ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A

6. VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LIST FORM

**VENDOR CERTIFICATION REGARDING
SCRUTINIZED COMPANIES' LISTS PURSUANT TO
FLORIDA STATUTES, SECTION 187.135**

Respondent Vendor Name: Halff Associates, Inc.Name of Company: Halff Associates, Inc.FEIN: 75-1308699

Authorized Representative's Name and Title:

Duane Booth, PE, Vice PresidentAddress: 902 N. Sinclair Avenue, Tavares, Florida 32778Phone Number: 352.557.9210 Email Address: dbooth@halff.com

Florida Statutes, Sections 287.135, prohibits Florida municipalities from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List engaged in any Business operations with Cuba or Syria or which are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Florida Statutes, Section 215.473. A copy of the current list of "Scrutinized Companies" can be found at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

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

I understand and agree that the City may immediately terminate any contract resulting from this solicitation if the company referenced above is found to have submitted a false certification related to the Scrutinized Companies that Boycott Israel List, engaging in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or engaging in business operations in Cuba or Syria.

Certified By: 

Authorized Signature

Print Name: Duane Booth, PEPrint Title: Vice President

RFQ# 24-PW-015 ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A

7. PROPOSERS QUALIFICATION FORM

PROPOSER'S QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

% Completed	Project	Contract Amount
Design: 90% Construction: 60%	Mayport WWTP	\$ \$2,257,302.00
Design: 95% Construction: 50%	North Sumpter Utility WWTP	Phase I: \$8.1M Phase II: \$3.3M
Design: 100% Construction: 80%	Clermont Sunburst WTP	\$ \$387,430.00

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

City of Mount Dora WWTP #2

OTHER INFORMATION ABOUT PROJECTS:Have you, at any time, failed to complete a contract? ☐ Yes ☒ No**STATEMENT OF LITIGATION:**Are there any judgments, claims or suits pending or outstanding by or against you?☒ Yes ☐ No

If the answer to either question is yes, submit details on separate sheet. List all litigation(s) that have been filed by or against the division of your firm that will be responsible for the scope of work in this solicitation, in the last ten (10) years:

CONTRACT VALUES:

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

Attach additional page if necessary.

\$14,044,732 **Total Value for work done on all PAST completed and similar projects.**

This is the total value for work above. We have 33 offices across five states, so it is not feasible to provide a total value for work done on all past and completed projects.

RFQ# 24-PW-015 ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A

REFERENCES:Bank(s) Maintaining Account(s): Prosperity BankSurety/Underwriter: (if required) Chelsea Chavez | Treasury Management Sales Officer214.780.5757 | Chelsea.Chavez@prosperitybankusa.com

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

☒ Corporation/Years in Business: 74. If firm is a corporation, please list state in which it is incorporated: Texas. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

☐ Partnership/Years in Business: _____

☐ Sole Proprietorship/Years in Business: _____

☐ Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Halff Associates, Inc.

Company

902 N. Sinclair Avenue

Address



Authorized Signature

Tavares, FL 32778

City, State, Zip Code

Duane Booth, PE, Vice President

Printed Name & Title

352.343.8481

Telephone No.

dbooth@halff.com

Email

N/A

Fax No.

8. DECLARATION STATEMENT FORM

DECLARATION STATEMENT

City of Mount Dora
510 North Baker Street
Mount Dora, FL 32757

RE: RFQ NO. 24-PW-015, "Engineering Services – Vision Zero Safety Action Plan SS4A"

Dear Mayor and Council Members:

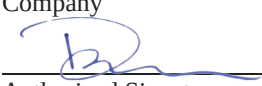
The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this Qualification or in the contract to which this Qualification pertains, and that this Qualification is made without connection or arrangement with any other person and this Qualification is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of Qualifications, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the Qualification pertains.

The Proposer puts forth and agrees to commence negotiations, in accordance with the Federal 40 USC Title 1101-1104 (Brooks Act) and F.S. 287.055(5), and execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City for the performance of all requirements to which the Qualification pertains. The Proposer states that the Qualification is based upon the Qualification documents listed in **RFQ #24-PW-015**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this 30th day of July,
2024 in the City of Tavares, in the State of Florida.

Halff Associates, Inc.
Company


Authorized Signature

Duane Booth, PE, Vice President
Printed Name & Title

dbooth@halff.com
Email

902 N. Sinclair Avenue
Address

Tavares, Florida 32778
City, State, Zip Code

O: 352.557.9210
Telephone No.

N/A
Fax No.

RFQ# 24-PW-015 ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A

9. INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

INSURANCE TYPE	REQUIRED LIMITS
=====	
☒ 1. Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements.
☒ 2. Commercial General Liability (Occurrence Form) patterned after the current I.S.O form with no limiting endorsements.	<u>Bodily Injury & Property Damage</u> <u>\$1,000,000</u> single limit per occurrence
☒ 3. Indemnification: To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless the City of Mount Dora, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.	
This section does not pertain to any incident arising from the sole negligence of the City of Mount Dora.	
☒ 4. Automobile Liability	<u>\$ 500,000</u> Each Occurrence Owned/Non-owned/Hired Automobile Included
☒ 5. Other Insurance as indicated below: Errors and Omissions or Professional Malpractice Coverage	\$ 1,000,000 Per Occurrence
☐ 6. Aircraft Liability \$1,000,000 each occurrence combined single limit for bodily injury liability and property damage liability.	
☒ 7. Contractor/Vendor/Consultant shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Consultant shall provide City with certificates of insurance meeting the required insurance provisions.	
☒ 8. The City of Mount Dora must be named as " ADDITIONAL INSURED " on the Insurance Certificate for Commercial General Liability where required.	

RFQ# 24-PW-015 ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A

INSURANCE REQUIREMENTS
(Continued)

- ☒ 9. The City of Mount Dora shall be named as the Certificate Holder.

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

City of Mount Dora
Mount Dora, Florida

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

- ☒ 10. **Thirty (30) Days Cancellation Notice** required.
- ☒ 11. The Certificate must state the RFQ Number and **TITLE**

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFQ**.

Half Associates, Inc.
Company


Authorized Signature

Duane Booth, PE, Vice President
Printed Name & Title

dbooth@halff.com
Email

Greyling Insurance Brokerage / EPIC
Insurance Agency


Signature of Proposer's Agent

902 N. Sinclair Avenue
Address

Tavares, Florida 32778
City, State, Zip Code

O: 352.557.9210
Telephone No.

N/A
Fax No.

10. DRUG FREE WORKPLACE CERTIFICATION FORM

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

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

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

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

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

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

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

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

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

☒ YES
☐ NO

Halff Associates, Inc.
 Company


 Authorized Signature

Duane Booth, PE, Vice President
 Printed Name & Title

dbooth@halff.com
 Email

902 N. Sinclair Avenue
 Address

Tavares, Florida 32778
 City, State, Zip Code

O: 352.557.9210
 Telephone No.

N/A
 Fax No.

RFQ# 24-PW-015 ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A

11. NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER FORM

NON-COLLUSION AFFIDAVIT OF PRIME QUALIFIER

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

State of FloridaCounty of Leon

Duane Booth, PE, being first duly sworn, deposes and says that:

I am the Vice President of Halff Associates, Inc., (Proposer) which has submitted a Response to City of Mount Dora RFQ #24-PW-015.

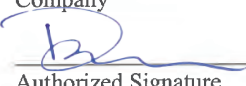
I am fully informed respecting the preparation and contents of the Response to RFQ #24-PW-015, and of all pertinent circumstances respecting such Response.

Neither the Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person, to fix the price or prices in the Proposer's Response to RFQ #24-PW-015, or that of any other proposer, or to fix any overhead, profit or cost element of the Response price or the price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF MOUNT DORA.

The price or prices quoted in the Proposer's Response to RFQ #24-PW-015 are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Halff Associates, Inc.

Company


 Authorized Signature
Duane Booth, PE, Vice President

Printed Name & Title

dbooth@halff.com

Email

902 N. Sinclair Avenue

Address

Tavares, Florida 32778

City, State, Zip Code

O: 352.557.9210

Telephone No.

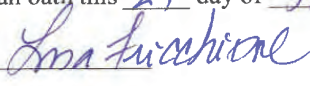
N/A

Fax No.

STATE OF FLORIDA

COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Duane Booth, as Vice President, of Halff Associates Inc., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced _____ as identification, and who did/did not take an oath this 29th day of July, 2024.

NOTARY PUBLIC

RFQ# 24-PW-015 ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A

12. ACKNOWLEDGEMENTS FORM

ACKNOWLEDGEMENTS

RFQ #24-PW-015
“Engineering Services – Vision Zero Safety Action Plan SS4A”

To: City of Mount Dora
510 N. Baker Street
Mount Dora, FL 32757

Duane Booth, PE, Vice President (Proposer) guarantees its Response to RFQ #24-PW-015 for a period not to exceed one hundred twenty (120) days from the date its Response was submitted to the City of Mount Dora unless an extension is granted by the Proposer.

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

Dated this 30th day of July, 2024
 (Month) (Year)

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

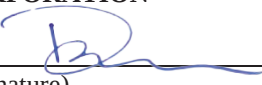
By: _____ / _____
 (Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

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

CORPORATION

By:  / Duane Booth, PE
 (Signature) (Print name)

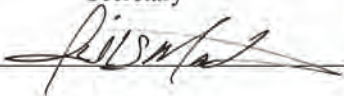
Address: 902 N. Sinclair Avenue, Tavares, Florida 32778

Corporate Address: 1201 N. Bowser Road, Richardson, TX 75081

Telephone: (352) 557-9210 Fax: (____) N/A

Taxpayer/Employer Identification Number (TIN/EIN): 75-1308699

RFQ# 24-PW-015 ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A

State of Incorporation: _____
 Corporate President: Jessica Baker Daily, PE, CFM, PMP
 (Print Name)
 Corporate Secretary: Jill S. Martin, Esq.
 (Print Name)
 Corporate Treasurer: N/A
 (Print Name)
 CORPORATE SEAL
 Attest By: Jill S. Martin, Esq.
 Secretary
 Signature:  Date: July 26, 2024



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13. COMPLIANCE WITH PUBLIC RECORDS LAW FORM



CITY OF
MOUNT
DORA

COMPLIANCE WITH THE PUBLIC RECORDS LAW
RFQ #24-PW-015

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC

Upon award, recommendation, or ten (10) days after opening, submittals become a "public record" and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119. Proposers must clearly mark information within a Response which is exempt from disclosure under Florida law, and must state the reasons why such exclusion from public disclosure is permitted. To the extent any protected information is submitted to the City, it must be submitted in a separate envelope marked accordingly.

The Proposer agrees that it will fully defend the City in any cause of action or litigation associated with non-disclosure of that information identified by the Proposer as exempt under Florida's public records law. It is understood and agreed by the Proposer that in the event the Proposer fails to defend the City in any such litigation, the City may take such action as it deems necessary in order to avoid a third-party cause of action, including disclosure of the information. In such an event, the Proposer shall hold the City harmless and free of any liability.

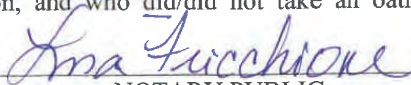
Company Name: Halff Associates, Inc.

Authorized representative (printed): Duane Booth, PE Vice President

Authorized representative (signature): 

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Duane Booth, as Vice President, of Halff Associates, Inc. who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this 29th day of July, 2024.


NOTARY PUBLIC



RFQ# 24-PW-015 ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A

14. REFERENCES FORM

REFERENCE FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the prime firm has provided services described, excluding the City of Mount Dora, in this Qualification for five (5) years or more within the last five (5) years. On a separate sheet, state the service performed, size of the project, and the final or anticipated construction cost for the project. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: Corpus Christi Metropolitan Planning Organization
 Address: 1038 Lake Sumter Landing, The Villages, FL 32162
 Point of Contact: Craig T. Casper AICP, CTP CEP
 Phone #: 361.884.0687 Ext. 103 Email address: ccasper@cctxmpo.us
 Service(s) Provided: Transportation Planning, Crash Analysis, Public and Stakeholder Engagement, Safety Countermeasures, Emphasis Area Analyses
 Dates of Service: 04/23-Ongoing
2. Name of Company: City of Mount Dora
 Address: 510 North Baker Street Mount Dora, FL 32757
 Point of Contact: George Marek, Director of Public Works and Utilities
 Phone #: 352.735.7151 Email address: marekg@ci.mount-dora.fl.us
 Service(s) Provided: Engineering design, project coordination, permitting, construction management services, utilityties, streetscapes, stormwater improvements, and master planning.
 Dates of Service: 2006-Ongoing
3. Name of Company: City of Natchitoches
 Address: 700 Second St., Natchitoches, LA 71457
 Point of Contact: Nick Verret
 Phone #: 318.357.3875 Email address: nverret@natchitoches.gov
 Service(s) Provided: Public outreach/engagement, equity considerations, safety analyses
 Dates of Service: 07/23-12/23
4. Name of Company: New Orleans Regional Planning Commission
 Address: 10 Veterans Blvd., New Orleans, LA 70124
 Point of Contact: Jeff Roesel
 Phone #: 352.435.9442 504.483.8528 Email address: roesel@norpc.org
 Service(s) Provided: Public outreach/engagement, development of monitoring/evaluation tool, leadership commitment, existing conditions, safety analysis, policy recommendations
 Dates of Service: 10/23-10/24

RFQ# 24-PW-015 ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A

HALFF REFERENCE #1

Corpus Christi Metropolitan Planning Organization

Craig T. Casper AICP, CTP CEP
361.884.0687 Ext. 103
ccasper@cctxmpo.us

Corpus Christi Regional Safety Action Plan

Halff led the development of a Regional Safety Action Plan that met the components established by the Safe Streets and Roads for All program. The Study Area encompassed the MPO boundary and the two-county area of San Patricio and Nueces. The goal of this study was to identify a set of projects, strategies, and programs that could address crash safety concerns at intersections and along corridors.

Through a review of existing conditions including Study Area demographics, equity and environmental constraints, roadway network review, and alternative modes of transportation, the project team was able to identify areas of most need and utilize the Countermeasure with Promise (CWIP) approach. The CWIP approach begins by identifying an effective countermeasure and determining sites where it can be applied cost-effectively to address crash severity and improve safety. Utilizing safety performance functions developed by the Texas A&M Transportation Institute, predictive and diagnostic tools with identify locations susceptible to corrections. A total of 20 projects will be developed that address the safety concerns, utilize proven safety countermeasures, provide a benefit-cost analyses, and implementation prioritization matrix.

Engagement and collaboration with Corpus Christi MPO, steering committee members, and focus group participants was ongoing throughout the planning process. Corpus Christi MPO staff helped develop and refine our analyses regarding emphasis areas, network screening, and project prioritization.



HALFF REFERENCE #2

City of Mount Dora

George Marek
352.735.7151
marekg@ci.mount-dora.fl.us

Richardson Active Transportation Plan

Halff has been the continuing services provider to the City since 2006 and has executed a wide variety of engineering projects including utility, streetscapes, stormwater improvements and master planning.

Downtown Streetscape Improvements - Halff assisted the City of Mount Dora and the City's Downtown CRA Advisory Board to create a Downtown Streetscape Master Plan for the City's commercial core. Halff provided the streetscape design which incorporated beautification with traffic calming, ADA compliance, on-street parking, a redesign of Child's Park and design and permitting of replacements to the existing water, sewer and stormwater systems.

Britt Road Capital Utility Extension Project – The purpose of the project was to provide new water, reclaimed and sanitary force mains on Britt Road to further loop the City's utility systems. The design included 15,700 LF of 16" water main, 21,300 LF of 16" reclaimed water main, and 11,650 LF of 12" force main.

State Road 44 Utility Relocation Project – The purpose of the project was to relocate existing water, reclaimed water and sewer improvements that conflicted with proposed FDOT roadway improvements. Halff provided design, permitting and construction administration.

Water and Wastewater Master Plan & GIS

Mapping – Halff analyzed the existing infrastructure, developed 20-year population and flow projections, and prepared a new capital wastewater line map and reclaimed water line map for this rapidly growing area. Recommended WTP and WWTP capacity expansions and supplemental reclaimed water supply options were also evaluated. Design: \$239,600

Eastern Service Area WTP – Halff provided engineering design, permitting and construction management service for a new 4.0 mgd water treatment plant (with an ultimate capacity of 7.0 mgd), and for approximately three miles of 16" capital water line to serve the areas surrounding the facility.

SR 46 Utility Design – Design of new 16" water main, 16" reclaimed water main, dual 8" and 16" force mains, and 12" gravity sewer completed in 3 months to accommodate FDOT schedule.



ATG REFERENCE #1

New Orleans Regional Planning Commission

Jeff Roesel
504.483.8528
roesel@norpc.org

Vision Zero Plan, St. John the Baptist, Tangipahoa, and St. Tammany Parishes



ATG helped to prepare a Vision Zero Plan for three parishes in Louisiana after the NORPC was awarded a Safe Streets and Roads for All (SS4A) federal planning grant. ATG is leading several of the essential components of the plan, including a robust public engagement effort to reach people throughout the study area using a variety of online and in-person mechanisms. The micro-website developed by ATG highlights a variety of engagement features including an interactive map, visual preference survey and comment collection. In-person events include formal presentations, open house meetings, and intercept activities. In addition, ATG is leading the development of an ongoing monitoring and evaluation tool and is

also working to gain a leadership commitment to the elimination of fatal and severe injury roadway crashes. ATG is also supporting the existing conditions, safety analysis and development of policy recommendations, as well as assisting with the development of a graphic risk plan that meets all grant requirements and prepares projects for implementation funding.

ATG REFERENCE #2

City of Natchitoches

Nick Verret, PE
318.357.3875
nverret@natchitoches.gov

Comprehensive Safety Action Plan

ATG helped prepare a Comprehensive Safety Action Plan for the City as part of a SS4A federal planning grant. The plan achieved a Leadership Commitment to the elimination of fatal and severe injury roadway crashes by aligning the goals and visions of the community with actionable projects, working with community leaders including the Mayor and City Council. ATG coordinated a steering committee, provided safety analyses assessing five years of crash data, and performed equity analyses to make certain minorities and other vulnerable populations were fully included. Strategies to reduce crashes were developed and paired with locations to identify projects to be implemented. In addition, ATG assisted the City with the development of a dashboard that tracks progress and transparently reports that progress to community members. An action plan was prepared to summarize the process and guide future improvements. To facilitate public outreach, ATG used Social Pinpoint to engage the public via one Internet-based platform. The website also overlaid potential project locations with proposed countermeasures and allowed the public to comment on recommended safety improvements from the list of proposed countermeasures.



15. PUBLIC ENTITY CRIMES STATEMENT FORM

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. THIS SWORN STATEMENT IS SUBMITTED to the City of Mount Dora by: Duane Booth, PE [NAME] as the Vice President [TITLE] of Halff Associates, Inc. [BUSINESS ENTITY] and its Federal Employer Identification Number (FEIN) is 75-1308699.
2. I understand that a “public entity crime” as defined in Florida Statutes, Section 287.133 (1)(g), means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Florida Statutes, Section 287.133(1)(b), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Florida Statutes, Section 287.133(1)(a), means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Florida Statutes, Section 287.133(1)(e), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).
 X Neither the entity submitting this sworn statement, nor any of its officers,

RFQ# 24-PW-015 ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A

directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CITY OF MOUNT DORA IS FOR THE CITY OF MOUNT DORA ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE CITY OF MOUNT DORA PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN FLORIDA STATUTES, SECTION 287.017, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



(Signature)

STATE OF FLORIDA
COUNTY OF Leon

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of Duane Booth, as Vice President, of Halff Associates, Inc. who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Firm, and who is personally known to me or who produced as identification, and who did/did not take an oath this

29th day of July, 2024.

(stamp)



NOTARY PUBLIC



RFQ# 24-PW-015 ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A

16. FIRM INFORMATION FORM**FIRM INFORMATION**

Firm is a:

- (☒) Corporation
(☐) Partnership
(☐) Sole Proprietorship
(☐) Other _____ (Explain)

Federal Employer Identification Number: 75-1308699Firm Name: Halff Associates, Inc.Mailing Address: 902 N. Sinclair Avenue, Tavares, FL 32778Telephone No.: 352.557.9210 Fax No.: N/AEmail Address: dbooth@halff.com Web Address: www.halff.com

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by:  _____Name & Title Printed: Duane Booth, PE, Vice President

17. ATTACHMENT 1: SUB-CONSULTANT LISTING FORM (SEPARATE EXCEL SPREADSHEET)

ATTACHMENT 1 - TEAM COMPOSITION

ENGINEERING SERVICES FOR A VISION ZERO SAFETY ACTION PLAN

24-PW-015

Halff Associates, Inc.			
ROLE	Name	City of Residence	Florida Active Registrations Number
Principal in Charge	Duane Booth, PE	Tavares, FL	44631
Project Manager	Gary Phillips, AICP	Tallahassee, FL	118919
Deputy Project Manager	Dave Muntean, Jr., PE	Tallahassee, FL	43368
QA/QC Manager	Kevin Feldt, AICP	Richmond, TX	12102
Safety Analysis	Alex Reyna, Jr., PE, LGPP	Austin, TX	101243
Data Collection	Ryan Owens, PE	Tavares, FL	9304
Policy and Process Change	Jordan Evans, AICP	Oklahoma City, OK	35467
Strategy and Project Selection	Brad Bubnitz, EI	Tavares, FL	1100008042

SUB CONSULTANTS

ROLE	Company Name	Address	Individual's Name Assigned	Projected % of Overall Work	Worked with Prime before (YES/NO)	Individual Worked with Prime before (YES/NO)
Strategy and Project Selection	ATG	11701 Stonehollow Drive, Suite 100, Austin, TX 78758	Tim Smith, AICP, PMP, ENV SP	10%	Y	Y
Equity Considerations	ATG	11701 Stonehollow Drive, Suite 100, Austin, TX 78758	Ellen Soll, AICP	10%	Y	Y
Data Collection	ATG	11701 Stonehollow Drive, Suite 100, Austin, TX 78758	Sydney Fiocca, PE, RSP1	10%	Y	Y

18. ATTACHMENT 2: LOCATION OF WORK TO BE COMPLETED (SEPARATE EXCEL SPREADSHEET)**ATTACHMENT 2****LOCATION PERCENTAGE OF
WORK TO BE COMPLETED**

24-PW-015

Halff Associates, Inc.	
------------------------	--

Address of Prime Consultant's designated office where the majority of work will be performed	
Street	902 N. Sinclair Avenue
Street 2	
City	Tavares
State	Florida

Percentage of total overall fees projected to be performed by the Prime Consultant's office above (Do not include percentage of fees anticipated to be performed on this project by sub-consultants)	60%
--	-----

Address of Prime Consultant's other offices where work will be performed (if applicable)	
Street	2255 Killearn Center Boulevard, Suite 200
Street 2	
City	Tallahassee
State	Florida

Percentage of total overall fees projected to be performed by the Prime Consultant's office above (Do not include percentage of fees anticipated to be performed on this project by sub-consultants)	40%
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Percentage of total overall fees projected to be performed by firms located within Lake County including the Prime Consultant and Subconsultants.	42%
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19. COMPLETED W9 FORM

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Halff Associates, Inc.		
2 Business name/disregarded entity name, if different from above		
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	
	☐ Individual/sole proprietor or single-member LLC	
	☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate	
	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions. PO Box 4897, Dept 331		Requester's name and address (optional)
6 City, state, and ZIP code Houston, TX 77210		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

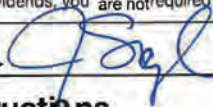
Social security number									
or									
Employer identification number									
7	5	-	1	3	0	8	6	9	9

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶ 	Date ▶ 01/01/2024
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

20. ADDENDA

**RFQ # 24-PW-015
ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A
ADDENDUM NUMBER 1**

To All Plan Holders:

The following changes, clarification and additions are hereby made part of the **RFQ # 24-PW-015-ENGINEERING SERVICES – VISION ZERO SAFETY ACTION PLAN SS4A** for the above as fully and completely as if the same were fully set forth therein.

~~~~~  
**CLARIFICATIONS:**

**Section 5- (K) on page 17-**

**Currently reads as:**

Each Proposer must submit, with their bid/proposal, the required signed contract/agreement and all forms included in this RFQ. Only **one** bid/proposal from a legal entity as a primary will be considered. A legal entity that submits a bid/proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFQ.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same RFQ nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

**Now reads as:**

**Each Proposer must submit, with their bid/proposal, all forms included in this RFQ.** Only **one** bid/proposal from a legal entity as a primary will be considered. A legal entity that submits a bid/proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFQ.

If a legal entity is submitting as a primary, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same RFQ nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

**PLEASE BE ADVISED OF THE FOLLOWING QUESTIONS AND ANSWERS:**

**Q1. Will the City accept a firm fixed price for the scope of work outlined in the RFQ?**

**A1. An RFQ does not include pricing at submittal. Pricing is “negotiated” with the City and the #1 ranked firm. If unsuccessful we then move to the #2 ranked firm, and possibly the #3 ranked firm.**

**Q2. From my understanding Tab 1 – Approach to the Project and Tab VI – Understanding of the Project are virtually the same. What is the city expecting to be different between Tab 1 and Tab 6?**

**A2. Please see Exhibit A to Addendum 1 for new scoring and criteria. Tab 1 (pg.23) remains as stated; Tab VI (pg.23-24) remove the second bullet (this is addressed under Tab III).**

**Q3.** Tab III and Tab IV are also confusing because they both appear to be asking for Project Qualifications (Past Projects), but I don't understand what is different between the two sections? Please elaborate.

**A3.** Please see Exhibit A to Addendum 1 for new scoring and criteria. Leave as written under both above mentioned Tabs. Tab III (pg. 23) is past projects of any origin; Tab IV (pg. 23-24) is past projects specific to Government agencies

**Q4.** Where are all of the forms expected to be placed in regard to formatting?

**A4.** Please see Exhibit A to Addendum 1 for new scoring and criteria. Tab VII has been added to formatting and criteria table for required forms.

**Q5.** Are the Fillable Forms (Excel documents) expected to be submitted via an Excel document or are they to be converted to PDF?

**A5.** PDF is acceptable.

~~~~~

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Signature acknowledges receipt and understanding of this addendum.



Duane Booth, PE, Vice President

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
July 30, 2024

\_\_\_\_\_  
Date



We improve  
lives and  
communities by  
turning ideas  
into reality.



Halff | 902 N. Sinclair Avenue, Tavares, FL 32778 | 850.224.4400 | [halff.com](https://www.halff.com)

**EXHIBIT C**

**Halff Associates - Fee Schedule**

**MOUNT DORA VISION ZERO SAFETY ACTION PLAN SS4A FEE ESTIMATE 10/29/2024**

| TASK                                              | Staff Hour Cost Details |             |             |             |             |             |             |             |             |             |             |             |            |             |                     |             | Task Totals    |                         | Subconsultant<br>ATG |
|---------------------------------------------------|-------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|------------|-------------|---------------------|-------------|----------------|-------------------------|----------------------|
|                                                   | Project Principal       |             | Planner V   |             | Engineer V  |             | Engineer II |             | Planner III |             | Planner II  |             | Tech III   |             | Project Coordinator |             |                |                         |                      |
|                                                   | Staff Hours             | Hourly Rate | Staff Hours | Hourly Rate | Staff Hours | Hourly Rate | Staff Hours | Hourly Rate | Staff Hours | Hourly Rate | Staff Hours | Hourly Rate | Staff Hour | Hourly Rate | Staff Hours         | Hourly Rate | Staff Hours by | Salary Cost by Activity |                      |
|                                                   |                         | \$375.00    |             | \$375.00    |             | \$305.00    |             | \$165.00    |             | \$180.00    |             | \$140.00    |            | \$130.00    |                     | \$100.00    |                |                         |                      |
| Task 1 - PROJECT MANAGEMENT/INITIATION            |                         |             |             |             |             |             |             |             |             |             |             |             |            |             |                     |             |                |                         |                      |
| 1.1 Develop Project Schedule/PMP                  | -                       | -           | 2.0         | \$750.00    | -           | -           | -           | -           | 0.0         | \$0.00      | 2.0         | \$280.00    | 0.0        | \$0.00      | 2.0                 | \$200.00    | 6.0            | \$1,230.00              | \$2,200.00           |
| 1.2 Establish/Attend Kick-Off Meeting             | -                       | -           | 4.0         | \$1,500.00  | -           | -           | -           | -           | 3.0         | \$540.00    | 2.0         | \$280.00    | 4.0        | \$520.00    | 3.0                 | \$300.00    | 16.0           | \$3,140.00              |                      |
| 1.3 Conduct Progress Meetings                     | -                       | -           | 10.0        | \$3,750.00  | -           | -           | -           | -           | 12.0        | \$2,160.00  | 8.0         | \$1,120.00  | 0.0        | \$0.00      | 4.0                 | \$400.00    | 34.0           | \$7,430.00              |                      |
| 1.4 Project Coordination and Invoicing            | -                       | -           | 10.0        | \$3,750.00  | -           | -           | -           | -           | 0.0         | \$0.00      | 0.0         | \$0.00      | 0.0        | \$0.00      | 14.0                | \$1,400.00  | 24.0           | \$5,150.00              |                      |
| Task 1 Total                                      | 0.0                     | \$0.00      | 26.0        | \$9,750.00  | 0.0         | \$0.00      | 0.0         | \$0.00      | 15.0        | \$2,700.00  | 12.0        | \$1,680.00  | 4.0        | \$520.00    | 23.0                | \$2,300.00  | 80.0           | \$16,950.00             |                      |
| Task 2 - LEADERSHIP COMMITMENT AND GOAL           |                         |             |             |             |             |             |             |             |             |             |             |             |            |             |                     |             |                |                         |                      |
| 2.1 Develop Goals, Objectives, and Performance    | -                       | -           | 2.0         | \$750.00    | -           | -           | -           | -           | 6.0         | \$1,080.00  | 2.0         | \$280.00    | 2.0        | \$260.00    | 2.0                 | \$200.00    | 14.0           | 2,570.00                | \$0.00               |
| 2.2 Develop Commitment Documentation              | -                       | -           | 4.0         | \$1,500.00  | -           | -           | -           | -           | 4.0         | \$720.00    | 6.0         | \$840.00    | 2.0        | \$260.00    | 2.0                 | \$200.00    | 18.0           | \$3,520.00              |                      |
| 2.3 Assist City Staff with Presentations to       | -                       | -           | 8.0         | \$3,000.00  | -           | -           | -           | -           | 4.0         | \$720.00    | 6.0         | \$840.00    | 4.0        | \$520.00    | 2.0                 | \$200.00    | 24.0           | \$5,280.00              |                      |
| Task 2 Total                                      | 0.0                     | \$0.00      | 14.0        | \$5,250.00  | 0.0         | \$0.00      | 0.0         | \$0.00      | 14.00       | \$2,520.00  | 14.0        | \$1,960.00  | 8.0        | \$1,040.00  | 6.0                 | \$600.00    | 56.0           | \$11,370.00             |                      |
| Task 3 - SS4A PLANNING STRUCTURE                  |                         |             |             |             |             |             |             |             |             |             |             |             |            |             |                     |             |                |                         |                      |
| 3.1 Assist City Staff with establishing Project   | -                       | -           | 4.0         | \$1,500.00  | -           | -           | -           | -           | 4.0         | \$720.00    | 8.0         | \$1,120.00  | 2.0        | \$260.00    | 6.0                 | \$600.00    | 24.0           | 4,200.00                | \$1,500.00           |
| 3.2 Prepare and Conduct PSC Meetings              | -                       | -           | 10.0        | \$3,750.00  | 10.0        | 3,050.00    | 16.00       | 2,640.00    | 4.0         | \$720.00    | 8.0         | \$1,120.00  | 2.0        | \$260.00    | 4.0                 | \$400.00    | 54.0           | 11,940.00               |                      |
| 3.3 Document Meeting Outcomes, Decisions and      | -                       | -           | 4.0         | \$1,500.00  | 4.0         | 1,220.00    | -           | -           | 4.0         | \$720.00    | 8.0         | \$1,120.00  | 2.0        | \$260.00    | 2.0                 | \$200.00    | 24.0           | \$5,020.00              |                      |
| Task 3 Total                                      | 0.0                     | \$0.00      | 18.0        | \$6,750.00  | 14.0        | 4,270.00    | 16.0        | 2,640.00    | 12.00       | \$2,160.00  | 24.0        | \$3,360.00  | 6.0        | \$780.00    | 12.00               | \$1,200.00  | 102.0          | \$21,160.00             |                      |
| Task 4 - DATA COOLLECTION AND SAFETY              |                         |             |             |             |             |             |             |             |             |             |             |             |            |             |                     |             |                |                         |                      |
| 4.1 Data Collection and Crash Analysis            | -                       | \$0.00      | 3.0         | \$1,125.00  | 20.0        | 6,100.00    | 34.0        | \$5,610.00  | 12.0        | \$2,160.00  | 4.0         | \$560.00    | 4.0        | \$520.00    | 2.0                 | \$200.00    | 79.0           | \$16,275.00             | \$11,000.00          |
| 4.2 Documentation                                 | 1.0                     | \$375.00    | 3.0         | \$1,125.00  | 4.0         | 1,220.00    | 8.0         | \$1,320.00  | 16.0        | \$2,880.00  | 4.0         | \$560.00    | 4.0        | \$520.00    | 2.0                 | \$200.00    | 26.0           | \$8,200.00              |                      |
| Task 4 Total                                      | 1.0                     | \$375.00    | 6.0         | \$2,250.00  | 24.0        | \$7,320.00  | 42.0        | \$6,930.00  | 28.00       | \$5,040.00  | 8.0         | \$1,120.00  | 8.0        | \$1,040.00  | 4.0                 | \$400.00    | 105.0          | \$24,475.00             |                      |
| Task 5 - ENGAGEMENT AND COLLABORATION             |                         |             |             |             |             |             |             |             |             |             |             |             |            |             |                     |             |                |                         |                      |
| 5.1 Develop Community Engagement Plan             | -                       | -           | 2.0         | \$750.00    | -           | -           | -           | -           | 4.0         | \$720.00    | 6.0         | \$840.00    | 4.0        | \$520.00    | 4.0                 | \$400.00    | 20.0           | \$3,230.00              | \$3,000.00           |
| 5.2 Meeting Preparation                           | -                       | -           | 4.0         | \$1,500.00  | -           | -           | -           | -           | 6.0         | \$1,080.00  | 4.0         | \$560.00    | 4.0        | \$520.00    | 2.0                 | \$200.00    | 20.0           | \$3,860.00              |                      |
| 5.3 Round 1 Meeting                               | -                       | -           | 4.0         | \$1,500.00  | -           | -           | -           | -           | 6.0         | \$1,080.00  | 4.0         | \$560.00    | 6.0        | \$780.00    | 2.0                 | \$200.00    | 22.0           | \$4,120.00              |                      |
| 5.4 Round 2 Meeting                               | -                       | -           | 4.0         | \$1,500.00  | -           | -           | -           | -           | 6.0         | \$1,080.00  | 4.0         | \$560.00    | 6.0        | \$780.00    | 2.0                 | \$200.00    | 22.0           | \$4,120.00              |                      |
| 5.5 Round 3 Meeting                               | -                       | -           | 4.0         | \$1,500.00  | -           | -           | -           | -           | 6.0         | \$1,080.00  | 4.0         | \$560.00    | 6.0        | \$0.00      | 2.0                 | \$200.00    | 22.0           | \$3,340.00              |                      |
| 5.6 Stakeholder Meetings                          | -                       | -           | 4.0         | \$1,500.00  | -           | -           | -           | -           | 6.0         | \$1,080.00  | 4.0         | \$560.00    | 6.0        | \$0.00      | 2.0                 | \$400.00    | 22.0           | \$3,540.00              |                      |
| 5.7 Documentation                                 | -                       | -           | 4.0         | \$1,500.00  | -           | -           | -           | -           | 6.0         | \$1,080.00  | 16.0        | \$2,240.00  | 12.0       | \$1,560.00  | 12.0                | \$1,200.00  | 50.0           | \$7,580.00              |                      |
| Task 5 Total                                      | 0.0                     | \$0.00      | 26.0        | \$9,750.00  | 0.0         | \$0.00      | 0.0         | \$0.00      | 40.0        | \$7,200.00  | 42.0        | \$5,880.00  | 44.0       | \$4,160.00  | 26.0                | \$2,800.00  | 178.0          | \$29,790.00             |                      |
| Task 6 - EQUITY CONSIDERATIONS                    |                         |             |             |             |             |             |             |             |             |             |             |             |            |             |                     |             |                |                         |                      |
| 6.1 Equity Analysis                               | -                       | -           | 1.0         | \$375.00    | -           | -           | -           | -           | 2.0         | \$360.00    | -           | -           | -          | -           | -                   | -           | 3.0            | \$735.00                | \$5,500.00           |
| 6.2 Documentation                                 | -                       | -           | 1.0         | \$375.00    | -           | -           | -           | -           | 2.0         | \$360.00    | -           | -           | -          | -           | -                   | -           | 3.0            | \$735.00                |                      |
| Task 6 Total                                      | 0.0                     | \$0.00      | 2.0         | \$750.00    | 0.0         | \$0.00      | 0.0         | \$0.00      | 4.0         | \$720.00    | 0.0         | \$0.00      | 0.0        | \$0.00      | 0.0                 | \$0.00      | 6.0            | \$1,470.00              |                      |
| Task 7 - POLICY AND PROCESS CHANGES               |                         |             |             |             |             |             |             |             |             |             |             |             |            |             |                     |             |                |                         |                      |
| 7.1 Review Current Policies and Processes to      | -                       | -           | 2.0         | \$750.00    | -           | -           | -           | -           | 8.0         | \$1,440.00  | 16.0        | \$2,240.00  | -          | -           | 2.00                | 200.00      | 28.0           | \$4,630.00              | \$0.00               |
| 7.2 Develop Recommendations                       | -                       | -           | 2.0         | \$750.00    | -           | -           | -           | -           | 8.0         | \$1,440.00  | 16.0        | \$2,240.00  | -          | -           | 2.00                | 200.00      | 28.0           | \$4,630.00              |                      |
| Task 7 Total                                      | 0.0                     | \$0.00      | 4.0         | \$1,500.00  | 0.0         | \$0.00      | 0.0         | \$0.00      | 16.0        | \$2,880.00  | 32.0        | \$4,480.00  | 0.0        | \$0.00      | 4.0                 | \$400.00    | 56.0           | \$9,260.00              |                      |
| Task 8 - STRATEGY AND PROCESS SELECTION           |                         |             |             |             |             |             |             |             |             |             |             |             |            |             |                     |             |                |                         |                      |
| 8.1 Develop Project Prioritization Criteria       | -                       | -           | 2.0         | \$750.00    | -           | -           | -           | -           | 8.0         | \$1,440.00  | 4.0         | \$560.00    | -          | -           | -                   | -           | 14.0           | \$2,750.00              | \$0.00               |
| 8.2 Develop Projects to Improve Safety (Top 20    | -                       | -           | 2.0         | \$750.00    | 16.0        | \$4,880.00  | 22.0        | \$3,630.00  | 2.0         | \$360.00    | 4.0         | \$560.00    | -          | -           | -                   | -           | 46.0           | \$10,180.00             |                      |
| 8.3 Develop Area Wide Strategies to Address       | -                       | -           | 2.0         | \$750.00    | 16.0        | \$4,880.00  | 22.0        | \$3,630.00  | 2.0         | \$360.00    | 4.0         | \$560.00    | -          | -           | -                   | -           | 46.0           | \$10,180.00             |                      |
| 8.4 Documentation with Stages for Improvement     | -                       | -           | 3.0         | \$1,125.00  | 4.0         | \$1,220.00  | 8.0         | \$1,320.00  | 4.0         | \$720.00    | 4.0         | \$560.00    | 6.0        | \$780.00    | 6.0                 | \$600.00    | 35.0           | \$6,325.00              |                      |
| Task 8 Total                                      | 0.0                     | \$0.00      | 9.0         | \$3,375.00  | 36.0        | \$10,980.00 | 52.0        | \$8,580.00  | 16.0        | \$2,880.00  | 16.0        | \$2,240.00  | 6.0        | \$780.00    | 6.0                 | \$600.00    | 141.0          | \$29,435.00             |                      |
| Task 9 - PROGRESS AND TRANSPARENCY                |                         |             |             |             |             |             |             |             |             |             |             |             |            |             |                     |             |                |                         |                      |
| 9.1 Develop Scorecard to Track Progress           | -                       | -           | 1.0         | \$375.00    | -           | -           | -           | -           | 6.0         | \$1,080.00  | 12.0        | 1,680.00    | -          | -           | -                   | -           | 19.0           | \$3,135.00              | \$0.00               |
| 9.2 Develop Website Content to Display Actual vs  | -                       | -           | 1.0         | \$375.00    | -           | -           | -           | -           | 8.0         | \$1,440.00  | 12.0        | 1,680.00    | -          | -           | -                   | -           | 21.0           | \$3,495.00              |                      |
| Task 9 Total                                      | 0.0                     | \$0.00      | 2.0         | \$750.00    | 0.0         | \$0.00      | 0.0         | \$0.00      | 14.0        | \$2,520.00  | 24.0        | \$3,360.00  | 0.0        | \$0.00      | 0.0                 | \$0.00      | 40.0           | \$6,630.00              |                      |
| Task 10 - FINAL SS4A ACTION PLAN REPORT           |                         |             |             |             |             |             |             |             |             |             |             |             |            |             |                     |             |                |                         |                      |
| 10.1 Draft SS4A Action Plan Report                | 1.0                     | 375.00      | 4.0         | \$1,500.00  | 3.0         | \$915.00    | 4.0         | \$660.00    | 12.0        | \$2,160.00  | 14.0        | \$1,960.00  | -          | -           | -                   | -           | 38.0           | \$7,570.00              | \$1,200.00           |
| 10.2 Final SS4A Action Plan Report with Executive | 1.0                     | 375.00      | 4.0         | \$1,500.00  | 3.0         | \$915.00    | 4.0         | \$660.00    | 12.0        | \$2,160.00  | 14.0        | \$1,960.00  | -          | -           | -                   | -           | 38.0           | \$7,570.00              |                      |
| Task 10 Total                                     | 2.0                     | \$750.00    | 8.0         | \$3,000.00  | 6.0         | \$1,830.00  | 8.0         | \$1,320.00  | 24.0        | \$4,320.00  | 28.0        | \$3,920.00  | 0.0        | \$0.00      | 0.0                 | \$0.00      | 76.0           | \$15,140.00             |                      |
| TOTAL                                             | 3.0                     | \$1,125.00  | 115.0       | \$43,125.00 | 80.0        | \$24,400.00 | 118.0       | \$19,470.00 | 183.0       | \$32,940.00 | 200.0       | \$28,000.00 | 76.0       | \$8,320.00  | 81.0                | \$8,300.00  | 840.0          | \$165,680.00            |                      |
|                                                   |                         |             |             |             |             |             |             |             |             |             |             |             |            |             |                     | HALF        | 840.0          | \$165,680.00            |                      |
|                                                   |                         |             |             |             |             |             |             |             |             |             |             |             |            |             |                     | AT          | 116.0          | \$24,400.00             |                      |
|                                                   |                         |             |             |             |             |             |             |             |             |             |             |             |            |             |                     | FX          | 0.0            | \$2,500.00              |                      |
|                                                   |                         |             |             |             |             |             |             |             |             |             |             |             |            |             |                     | TOTAL FEE   | \$192,580.00   |                         |                      |

**EXHIBIT D**  
**Human Trafficking Affidavit**

**HUMAN TRAFFICKING AFFIDAVIT**

In compliance with § 787.06, *Florida Statutes*, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the “Governmental Entity”).

The undersigned, on behalf of the entity listed below (the “Nongovernmental Entity”), hereby attests under penalty of perjury as follows:

- 1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
- 2. I am an officer or representative of \_\_\_\_\_, a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
- 3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in § 787.06, *Florida Statutes*, as may be amended from time to time.
- 4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
- 5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged and sworn to before me by means of [ ] physical presence or [ ] online notarization of \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced \_\_\_\_\_ as identification, and who did/did not take an oath this \_\_\_\_ day of \_\_\_\_\_, 2024.

(stamp)

\_\_\_\_\_  
NOTARY PUBLIC

**EXHIBIT E**

**Safe Streets and Roads for All Grant Agreement**



1. **Award No.**  
693JJ32340533
2. **Effective Date**  
See No. 17 Below
3. **Assistance Listings No.**  
20.939
4. **Award To**  
City of Mount Dora
5. **Sponsoring Office**  
U.S. Department of Transportation  
Federal Highway Administration  
Office of Safety  
1200 New Jersey Avenue, SE  
HSSA-1, Mail Drop E71-117  
Washington, DC 20590
6. **Period of Performance**  
24 months from effective date of award
7. **Total Amount**  
Federal Share: \$160,000  
Recipient Share: \$40,000  
Other Federal Funds: \$0  
Other Funds: \$0  
Total: \$200,000
8. **Type of Agreement**  
Grant
9. **Authority**  
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021; also referred to as the "Bipartisan Infrastructure Law" or "BIL")
10. **Procurement Request No.**  
HSSP230260PR
11. **Federal Funds Obligated**  
\$160,000
12. **Submit Payment Requests To**  
See article 20.
13. **Payment Office**  
See article 20.
14. **Accounting and Appropriations Data**  
15X0173E50.0000.055SR10500.5592000000.41010.61006600.0000000000.0000000000.0000000000.0000000000
15. **Description of Project**

City of Mount Dora, FL Safe Streets and Roads for All Action Plan Grant Application

**RECIPIENT**

**16. Signature of Person Authorized to Sign**

  
Signature  
Name: Crissy Stile  
Title: Mayor  
Date: SEPT 21, 2023

**FEDERAL HIGHWAY ADMINISTRATION**

**17. Signature of Agreement Officer**

Okpemitritse U. Onuwaje  
Signature  
Name: Okpemitritse (Torishay) Onuwaje  
Title: Agreement Officer  
Date: 2023.09.25 06:29:33 -06'00'  
Digitally signed by Okpemitritse U. Onuwaje  
Date: 2023.09.25 06:29:33 -06'00'



**U.S. DEPARTMENT OF TRANSPORTATION**  
**GRANT AGREEMENT UNDER THE**  
**FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the [United States Department of Transportation (the “USDOT”)] [Federal Highway Administration (the “FHWA”) and the City of Mount Dora (the “Recipient”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the. City of Mount Dora, FL Safe Streets and Roads for All Action Plan Grant Application

The parties therefore agree to the following:

**ARTICLE 1**  
**GENERAL TERMS AND CONDITIONS**

**1.1 General Terms and Conditions.**

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated March 28, 2023, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

## **ARTICLE 2 APPLICATION, PROJECT, AND AWARD**

### **2.1 Application.**

Application Title: City of Mount Dora, Florida Action Plan Application

Application Date: 9/15/2022

### **2.2 Award Amount.**

SS4A Grant Amount: \$160,000

### **2.3 Award Dates.**

Period of Performance End Date: See Section 6 on page 1.

### **2.4 Budget Period**

Budget Period End Date: See Section 6 on page 1.

### **2.5 Action Plan Grant or Implementation Grant Designation.**

Designation: Action Plan

**2.6 Federal Award Identification Number.** The Federal Award Identification Number is listed on page 1, line 1.

## **ARTICLE 3 SUMMARY PROJECT INFORMATION**

### **3.1 Summary of Project's Statement of Work.**

The award will be used by the City of Mount Dora to develop a comprehensive safety action plan.

### **3.2 Project's Estimated Schedule.**

## ACTION PLAN SCHEDULE

| Milestone                                  | Schedule Date |
|--------------------------------------------|---------------|
| Planned Draft Action Plan Completion Date: | 2/28/2025     |
| Planned Action Plan Completion Date:       | 4/30/2025     |
| Planned Action Plan Adoption Date:         | 6/30/2025     |
| Planned SS4A Final Report Date:            | 8/31/2025     |

### 3.3 Project's Estimated Costs.

#### (a) Eligible Project Costs

| Eligible Project Costs       |           |
|------------------------------|-----------|
| SS4A Grant Amount:           | \$160,000 |
| Other Federal Funds:         | 0         |
| State Funds:                 | 0         |
| Local Funds:                 | \$40,000  |
| In-Kind Match:               | 0         |
| Other Funds:                 | 0         |
| Total Eligible Project Cost: | \$200,000 |

#### (b) Supplemental Estimated Budget

| Cost Element           | Federal Share    | Non-Federal Share | Total Budget Amount |
|------------------------|------------------|-------------------|---------------------|
| Direct Labor           | \$0.00           | \$0.00            | \$0.00              |
| Fringe Benefits        | \$0.00           | \$0.00            | \$0.00              |
| Travel                 | \$0.00           | \$0.00            | \$0.00              |
| Equipment              | \$0.00           | \$0.00            | \$0.00              |
| Supplies               | \$0.00           | \$0.00            | \$0.00              |
| Contractual/Consultant | \$160,000        | \$40,000          | \$200,000           |
| Other                  | \$0.00           | \$0.00            | \$0.00              |
| Indirect Costs         | \$0.00           | \$0.00            | \$0.00              |
| <b>Total Budget</b>    | <b>\$160,000</b> | <b>\$40,000</b>   | <b>\$200,000</b>    |



## ARTICLE 4

### RECIPIENT INFORMATION

#### 4.1 Recipient's Unique Entity Identifier.

KRYJPNM9B9M7

#### 4.2 Recipient Contact(s).

George Marek  
Director of Public Works  
City of Mount Dora  
900 N. Donnelly Street, Mount Dora, FL 32757  
(352) 630-8164  
marekg@cityofmoundora.com

#### 4.3 Recipient Key Personnel.

| Name         | Title or Position        |
|--------------|--------------------------|
| George Marek | Director of Public Works |

#### 4.4 USDOT Project Contact(s).

Darren Thacker  
Safe Streets and Roads for All Program Manager  
Federal Highway Administration  
Office of Safety  
HSSA-1, Mail Stop: E71-117  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
(202) 366-6409  
darren.thacker@dot.gov

and

Hector R. Santamaria  
Agreement Officer (AO)  
Federal Highway Administration  
Office of Acquisition and Grants Management  
HCFA-33, Mail Stop E62-310  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
(202) 493-2402  
hector.santamaria@dot.gov

and

Ashley M. Cucchiarelli  
Agreement Specialist (AS)  
Office of Acquisition and Grants Management  
HCFA-33, Mail Stop E62-204  
1200 New Jersey Avenue, S.E.  
Washington, DC 20590  
(720) 963-3589  
ashley.cucchiarelli@dot.gov

and

Lina Maldonado  
Agreement Officer's Representative (AOR)  
District Transportation Engineer  
400 W Washington St 4200  
Orlando, FL 32801  
407-867-6401  
lina.maldonado@dot.gov

and

Jamie Christian  
Florida Division Office Point of Contact  
3500 Financial Plaza Suite 400  
Tallahassee, FL 32312  
850-553-2202  
florida.fhwa@dot.gov

## **ARTICLE 5 USDOT ADMINISTRATIVE INFORMATION**

### **5.1 Office for Subaward and Contract Authorization.**

USDOT Office for Subaward and Contract Authorization:      FHWA Office of Acquisition  
and Grants Management

### **SUBAWARDS AND CONTRACTS APPROVAL**

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the AO are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.



Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/sub-recipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

(Fill in at award or by amendment)

## 5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "AOR") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management  
US Department of Transportation,

Office of Financial Management B-30, Room W93-431  
1200 New Jersey Avenue SE  
Washington DC 20590-0001

or

[DOTElectronicInvoicing@dot.gov](mailto:DOTElectronicInvoicing@dot.gov).

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA  
P.O. Box 268865  
Oklahoma City, OK 73125-8865  
Attn: Agreement Specialist

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

## **ARTICLE 6 SPECIAL GRANT TERMS**

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section [wherever the date it is in this agreement].
- 6.2** The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.
- 6.3** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.4** There are no other special grant requirements for this award.



**ATTACHMENT A**  
**PERFORMANCE MEASUREMENT INFORMATION**

**Study Area:** City of Mount Dora, Florida

**Baseline Measurement Date:** 12/1/2023

**Baseline Report Date:** 2/1/2024

**Table 1: Performance Measure Table**

| <b>Measure</b>                      | <b>Category and Description</b>                                                                                                                                                                 | <b>Measurement Frequency</b> |
|-------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| Equity                              | Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT                                                  | End of period of performance |
| Costs                               | Project Costs: Quantification of the cost of each eligible project carried out using the grant                                                                                                  | End of period of performance |
| Lessons Learned and Recommendations | Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets. | End of period of performance |

## ATTACHMENT B CHANGES FROM APPLICATION

**INSTRUCTIONS FOR COMPLETING ATTACHMENT B:** Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

**Scope:** No change.

**Schedule:** No change.

**Budget:** No change.

The table below provides a summary comparison of the project budget.

| Fund Source                                                       | Application |   | Section 3.3 |   |
|-------------------------------------------------------------------|-------------|---|-------------|---|
|                                                                   | \$          | % | \$          | % |
| <b>Previously Incurred Costs<br/>(Non-Eligible Project Costs)</b> |             |   |             |   |
| Federal Funds                                                     | 0           | 0 | 0           | 0 |
| Non-Federal Funds                                                 | 0           | 0 | 0           | 0 |
| Total Previously Incurred Costs                                   | 0           | 0 | 0           | 0 |
| <b>Future Eligible Project Costs</b>                              |             |   |             |   |
| SS4AFunds                                                         |             |   |             |   |
| Other Federal Funds                                               |             |   |             |   |
| Non-Federal Funds                                                 |             |   |             |   |
| Total Future Eligible Project Costs                               |             |   |             |   |
| Total Project Costs                                               |             |   |             |   |



## ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

### 1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with “X” in the following table are accurate:

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>                                                                                                                                                                                                                     |
|   | The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i> |
|   | The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>                                                |
|   | The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>                                                                                                               |
|   | The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>                                                                                                                                                                                         |
|   | The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.                                                                                                                                                                                                                                                                   |
| X | The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below                                                                                                                                                                                        |
|   | The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.                                                                                                                                                                                                                                                                    |

### 2. Supporting Narrative.

It is a goal of the Project to improve racial equity and reduce barriers to opportunity. This will be part of the scope of work assigned to our action plan consultant. The effort will be evident in the various projects proposed in our action plan.



510 N. Baker St.  
Mount Dora, FL 32757  
352-735-7126

---

**DATE:** November 4, 2024

**TO:** Honorable Mayor and City Council Members

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Ratification of the First, Second and Third Extensions of Resolution 2024-40, Local State of Emergency Related to Hurricane Milton

---

**Introduction:**

This is a request for Council to ratify the first, second and third extensions of Resolution 2024-40, State of Emergency Related to Hurricane Milton.

**Discussion:**

Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7-day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community.

On October 7, 2024, at 10:00 a.m., in preparation for the arrival of Hurricane Milton, an emergency meeting of the Mount Dora City Council was held, and City Council adopted Resolution 2024-40, Local State of Emergency Related to Hurricane Milton.

Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable. On October 14th, a quorum was not available. However, to ensure the health, safety, and welfare of the community, its residents, and public facilities, effective October 14, 2024, the City of Mount Dora extended the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including October 21, 2024.

Due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities, the previously declared local state of emergency was further extended for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including October 28, 2024. A third extension was adopted on October 28th, extending the state of emergency period up to and

including November 5, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

**Budget Impact:**

In the event any expenses are incurred as a result of Hurricane Milton, a budget amendment will be presented to City Council as potential reimbursements are received, indicating the fund accounts to be adjusted as a result of emergency expenses.

**Strategic Impact:**

Public safety.

**Recommendation:**

Staff requests Council ratify the First, Second and Third extensions of Resolution 2024-40.

**Attachment(s):**

1. Reso No. 2024-40, State of Emergency Related to Tropical Storm-Hurricane Milton
2. Reso No. 2024-40.1st Extension of State of Emergency
3. Reso No. 2024-40.2nd Extension of State of Emergency
4. Reso No. 2024-40.3rd Extension of State of Emergency

Prepared by: Jeanann Hand, City Clerk  
Reviewed by: Matthew Dodson, Budget Officer  
Rita Meade, Finance Director  
City Attorney, City Attorney  
Jeanann Hand, City Clerk  
Vince Sandersfeld, City Manager

Approved - 10/24/2024  
Approved - 10/24/2024  
Approved - 10/28/2024  
Approved - 10/28/2024  
Final Approval - 10/28/2024

**EMERGENCY RESOLUTION NO. 2024-40**

**A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE LOCAL STATE OF EMERGENCY STEMMING FROM TROPICAL STORM MILTON; PROVIDING THE MAYOR AND THE CITY MANAGER WITH EMERGENCY POWERS, INCLUDING BUT NOT LIMITED TO, THOSE PURSUANT TO CHAPTER 252, FLORIDA STATUTES, THE CITY CHARTER, AND CODE OF ORDINANCES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE DECLARATION OF A LOCAL STATE OF EMERGENCY; PROVIDING FOR THE INAPPLICABILITY OF EMERGENCY EVENT RESPONSE PAY; PROVIDING FOR THE DURATION OF THE LOCAL STATE OF EMERGENCY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS, PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on October 5, 2024, Governor Ron DeSantis issued Executive Order 24-214, declaring a state of emergency for a number of counties across the State of Florida, including Lake County, due to the dangers presented by Tropical Storm Milton; and

**WHEREAS**, the forecast indicates that this system will become a large and powerful hurricane before landfall, and there is a significant threat of life-threatening storm surge and damaging wind gusts for the Florida Gulf Coast; and

**WHEREAS**, due to the system's size, the accompanying storm surge, wind, and rainfall impacts will extend across the Florida peninsula, and the faster forward approach of this system will likely result in farther inland penetration of strong winds and heavy rains even after landfall; and

**WHEREAS**, rainfall between four to twelve inches of rain is expected across the Florida peninsula, which is still saturated from the effects of Hurricane Helene, and which will likely lead to flash and riverine flooding, power outages, downed trees, and other impacts threatening the health, safety and welfare of the public, as well as damage to the operational ability of critical public infrastructure, such as roadways, electric, water, and wastewater public utilities; and

**WHEREAS**, because of the forgoing conditions, which are projected to constitute a major disaster, on October 5, 2024, Governor DeSantis issued Executive Order 24-214; and

**WHEREAS**, Section 252.38, *Florida Statutes*, declares it the innate responsibility of local government to safeguard the life and property of its citizens; and

**WHEREAS**, Section 252.38(3)(a)(5), *Florida Statutes*, provides authority for political subdivisions to declare a state of local emergency and to waive the procedures and formalities, otherwise required of political subdivisions, in order to take whatever action is necessary to ensure the health, safety and welfare of the community; and

**WHEREAS**, Section 252.34, *Florida Statutes*, defines “emergency” as any occurrence, or threat thereof, whether natural, technological, or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property; and

**WHEREAS**, there is a the potential for damage to critical City infrastructure, including public buildings, communication systems, streets, roads, facilities, utilities, and to commercial and residential buildings city-wide; and

**WHEREAS**, the City of Mount Dora should take timely precautions to protect public and private property and members of the public from the potential effects of Tropical Storm Milton; and

**WHEREAS**, the City of Mount Dora has determined that it is in the best interest of its employees, citizens and visitors to declare a local state of emergency and indicate the parameters related to the same.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:**

**SECTION 1.** Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

**SECTION 2.** Declaring a Local State of Emergency. A state of local emergency exists, stemming from Tropical Storm Milton, which poses a threat to the State of Florida, as declared by Governor DeSantis, including Lake County. To the extent necessary under the circumstances and as the status of Tropical Storm Milton changes, certain procedures and formalities otherwise required of the City may be waived, as collectively determined by the Mayor, the City Manager and the City Attorney, to ensure that the City can continue providing day to day operations with as little disruption as possible. Pursuant to Article IV, Section 18 of the City Charter, the Mayor has the authority to take necessary actions in emergency situations which shall extend until the next meeting of the City Council. The procedures and formalities which may be waived are set forth in Section 252.38(3)(a)(5), *Florida Statutes* and include but are not limited to:

- a. Performance of public work and taking whatever prudent action is necessary to ensure the health, safety and welfare of the public;
- b. entering into contracts;
- c. incurring obligations;

2 of 4  
Resolution 2024-40



- d. employment of permanent and temporary workers;
- e. utilization of volunteer workers;
- f. rental of equipment;
- g. acquisition and distribution, with or without compensation, of supplies, materials and facilities;
- h. appropriation of expenditure of public funds;
- i. temporary modifications to working environment and procedures.

**SECTION 3. Emergency Event Response Pay Not Applicable.** For the duration of the state of emergency, as declared hereby, there shall not be a suspension of the day to day operations of the City; thus, emergency event response pay, as set forth in Section 6.12 B, of the City of Mount Dora Employment Policy, shall not be applicable unless otherwise deemed necessary by the City Council.

**SECTION 4. Establishment and Enforcement of Curfew.** The Mayor and City Manager are hereby authorized to establish and enforce a curfew within the incorporated areas of the City of Mount Dora, Florida, if deemed necessary and appropriate during the local state of emergency declared by this Resolution and are further authorized to modify and terminate that curfew to the extent necessary under the circumstances and as the status of Tropical Storm Milton changes. Said emergency powers of the Mayor shall not limit the Mayor's authority to act in emergency situations under Article IV, Section 18 of the City of Mount Dora's Charter until the next meeting of the City Council.

**SECTION 5. Duration of Local State of Emergency.** This declared state of local emergency shall remain in full force and effect from the date of adoption of this Resolution, and shall automatically expire seven (7) days after adoption but may be extended by a majority vote of the City Council, as necessary, in seven (7) day increments for a total duration of not more than forty-two (42) days. In addition, should a quorum of the City Council not be reasonably possible, the Mayor or the City Manager or his designee may execute any such extensions of this Resolution, which may be ratified at the next meeting of the City Council.

**SECTION 6. Implementation of Administrative Actions.** The City Manager is hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution, including, in the absence of a quorum of the city Council, the execution of any extensions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

**SECTION 7. Savings Clause.** All prior actions of the City of Mount Dora pertaining to the state of local emergency related to Tropical Storm Milton, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

**SECTION 8. Scrivener's Errors.** Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

**SECTION 9. Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 10. Severability.** If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

**SECTION 11. Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED this 7th day of October, 2024.**



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**CRISSY STILE**  
**MAYOR of the City of Mount Dora, Florida**

ATTEST:

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Jeanann Hand  
City Clerk

Approved as to form and legal sufficiency:

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Patrick Brackins  
City Attorney

## **FIRST EXTENSION OF Resolution 2024-40**

**WHEREAS**, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

**WHEREAS**, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-20, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

**WHEREAS**, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

**WHEREAS**, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

**WHEREAS**, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

**WHEREAS**, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

**WHEREAS**, a quorum of the City Council was unavailable; and

**WHEREAS**, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

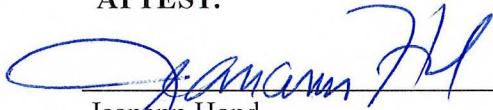
**NOW THEREFORE, BE IT RESOLVED** that effective October 14, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including October 21, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.

Adopted by the City of Mount Dora on October 14, 2024.



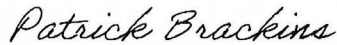
\_\_\_\_\_  
**CRISSY STILE**  
**MAYOR of the City of Mount Dora, Florida**

**ATTEST:**



\_\_\_\_\_  
Jeanann Hand  
City Clerk

Approved as to form and legal sufficiency:



\_\_\_\_\_  
Patrick Brackins, City Attorney

## SECOND EXTENSION OF RESOLUTION 2024-20

**WHEREAS**, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

**WHEREAS**, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-20, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

**WHEREAS**, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

**WHEREAS**, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

**WHEREAS**, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

**WHEREAS**, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

**WHEREAS**, Chapter 252, *Florida Statutes*, and Resolution 2024-20, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

**WHEREAS**, a quorum of the City Council was unavailable; and

**WHEREAS**, it is the intent of the City of Mount Dora that Resolution 2024-20 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

**NOW THEREFORE, BE IT RESOLVED** that effective October 21, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including October 28, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.



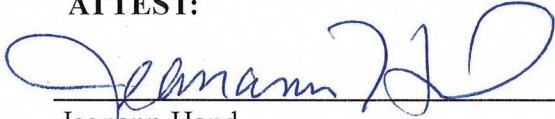
Adopted by the City of Mount Dora on October 21, 2024.



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**CRISSY STILE**  
**MAYOR of the City of Mount Dora, Florida**

**ATTEST:**



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Jeanann Hand  
City Clerk

Approved as to form and legal sufficiency:



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Patrick Brackins, City Attorney

### **THIRD EXTENSION OF RESOLUTION 2024-40**

**WHEREAS**, on October 5, 2024, the Governor of the State of Florida issued Executive Order 24-214, declaring a state of emergency throughout Florida, including Lake County, due to the dangers presented by Hurricane Milton; and

**WHEREAS**, on October 7, 2024, the City Council of the City of Mount Dora approved Resolution 2024-40, declaring a local state of emergency effective October 7, 2024, for all territories within the legal boundaries of Mount Dora, Florida; and

**WHEREAS**, the City, its residents, and its facilities continue to suffer from the aftermath of Hurricane Milton and require emergency assistance and services; and

**WHEREAS**, on October 12, 2024, President Joesph R. Biden, Jr., approved a Major Disaster Declaration for Florida due to the ongoing impacts of Hurricane Milton; and

**WHEREAS**, on October 14, 2024, the City extended the declared local state of emergency until October 21, 2024; and

**WHEREAS**, on October 21, 2024, the City extended the declared local state of emergency until October 28, 2024; and

**WHEREAS**, Section 252.38(3)(a)(5), *Florida Statutes*, provides that the City may declare a local state of emergency for a 7 day duration, which may be extended as necessary in 7 day increments, during which the City may waive procedures and formalities otherwise required of the City by general law, ordinance, and local policy, and may take whatever prudent action is necessary to ensure the health, safety, and welfare of the community; and

**WHEREAS**, Chapter 252, *Florida Statutes*, and Resolution 2024-40, permit the mayor, city manager or his or her designee, to declare and extend a local state of emergency if a quorum of the City Council is unavailable; and

**WHEREAS**, a quorum of the City Council was unavailable; and

**WHEREAS**, it is the intent of the City of Mount Dora that Resolution 2024-40 be extended due to the ongoing suffering caused by Hurricane Milton and to ensure the health, safety, and welfare of the community, its residents, and public facilities.

**NOW THEREFORE, BE IT RESOLVED** that effective October 28, 2024, the City of Mount Dora does hereby extend the previously declared local state of emergency for all territory within the legal boundaries of the City of Mount Dora for an additional 7-day duration, up to and including November 5, 2024. Further extensions may be issued when prudent by the mayor or city manager or his or her designee in the absence of a quorum of the City Council.



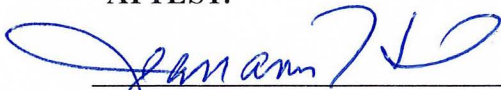
Adopted by the City of Mount Dora on October 28, 2024.



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**CRISSY STILE**  
**MAYOR of the City of Mount Dora, Florida**

**ATTEST:**



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Jeannan Hand  
City Clerk

Approved as to form and legal sufficiency:



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Patrick Brackins, City Attorney



510 N. Baker St.  
Mount Dora, FL 32757  
352-735-7126

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**DATE:** November 4, 2024

**TO:** Honorable Mayor and City Council Members

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Request Approval of Rankings and Authorization to Negotiate - RFP 24-CM-017 - State of Florida Lobbying Services

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**Introduction:**

This is a request for Council's approval of the ranking of RFP 24-CM-017 - State of Florida Lobbying Services and authorization for staff to negotiate with Gray Robinson.

**Discussion:**

On March 15, 2020, RFP #24-CM-017 was issued, resulting in nine timely proposals being received by the opening date of August 21, 2024, at 2:00 p.m. The Evaluation Committee met on September 04, 2024, to discuss and score all nine proposals received under this RFP. The discussion was detailed, and the scoring was consistent. The proposals were ranked from highest to lowest based on the Committee scores.

The scoring and ranking of the three firms resulted in a final ranking as follows:

- #1 –Gray Robinson, P.A.
- #2 – The Southern Group of Florida, Inc.
- #3 –Juarez Associates

The Evaluation Committee is asking for approval of the final ranking as established above by the City Council and recommends entering into a contract with Gray Robinson, P.A.

**Budget Impact:**

State Lobbying Services are budgeted in GL# 421-1910-536.31-11 Professional Services. The current total in this line item is \$47,500.

**Strategic Impact:**

Engaging lobbying services at the State level promotes the strategic plan of the City by providing advocates to walk the City's funding requests through the Legislative and Executive processes in Tallahassee.

**Recommendation:**

City Council approve the rankings and authorize staff to negotiate a contract for State Lobbying Services with Gray Robinson, P.A.

**Attachment(s):**

1. RFP 24-CM-017- Notice of Intent To Award
2. GR Engagement with City of Mount Dora 2024-25 Revised
3. Exhibit A - Human Trafficking Affidavit

Prepared by: Whitney Donovan, Purchasing Coordinator  
Reviewed by: Whitney Donovan, Purchasing Coordinator  
Adam Sumner, CRA Administrator  
Matthew Dodson, Budget Officer  
Rita Meade, Finance Director  
City Attorney, City Attorney  
Jeanann Hand, City Clerk  
Vince Sandersfeld, City Manager

Approved - 10/28/2024  
Approved - 10/28/2024  
Approved - 10/28/2024  
Approved - 10/29/2024  
Approved - 10/29/2024  
Approved - 10/29/2024  
Final Approval - 10/29/2024

## ATTACHMENT #1



**CITY OF  
MOUNT  
DORA**

**Whitney Donovan**  
**Purchasing Coordinator**  
**510 N. Baker Street**  
**Mount Dora, FL 32757**  
**Voice: 352-735-7176 ext. 1211**  
**E-mail: [donovanw@mountdora.gov](mailto:donovanw@mountdora.gov)**

Purchasing Division

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Date: September 09, 2020

To: All Submitting Vendors

Re: **INTENT TO AWARD: RFP # 24-CM-017 – State of Florida Lobbying Services**

This letter serves as notification that the Evaluation Committee will present a final ranking of firms; and a recommendation to City Council to approve the final ranking and staff entering into negotiations with the top ranked firm under this RFQ.

On March 15, 2020, RFP #24-CM-017 was issued and resulted in nine timely proposals being received by the opening date of August 21, 2024 at 2:00p.m. The Evaluation Committee met on September 04, 2024 to discuss and score all nine proposals as received under this RFP. The discussion was detailed and the scoring was consistent. Based on the Committee scores the proposals were ranked from highest to lowest.

The scoring and ranking of the three firms resulted in a final ranking as follows:

**#1 –Gray Robinson, P.A.; #2 – The Southern Group of Florida, Inc.; #3 –Juarez Associates;**

The Evaluation Committee will recommend approval of the final ranking as established above to the City Council and recommend entering into a contract with Gray Robinson, P.A. For additional information reference the final scoring and ranking as attached.

If you have any questions regarding the procurement procedures, please contact me e-mail at [donovanw@mountdora.gov](mailto:donovanw@mountdora.gov).

We appreciate your interest in doing business with The City of Mount Dora and we look forward to working with you on future projects.

Regards,

**Whitney Donovan**  
Purchasing Coordinator

EVALUATION MASTER WORKSHEET  
RFQ# 24-PW-015  
SHORTLISTING FINAL SCORING/RANKING  
FINAL RANKING

|                                     | Alan Cline | Cathy Lunday | Adam Sumner | TOTALS | Weighted Total | RANKING |
|-------------------------------------|------------|--------------|-------------|--------|----------------|---------|
| Proposer                            |            |              |             |        |                |         |
| Gray Robinson, P.A.                 | 90.00      | 100.00       | 100.00      | 290.00 | 1450.00        | 1.00    |
| Juarez Associates                   | 85.00      | 90.00        | 90.00       | 265.00 | 1325.00        | 3.00    |
| The Southern Group of Florida, Inc. | 82.00      | 100.00       | 85.00       | 267.00 | 1335.00        | 2.00    |
|                                     |            |              |             |        |                |         |

Whitney Donovan

Digitally signed by Whitney  
Donovan  
Date: 2024.09.09 14:16:39 -04'00'

Whitney Donovan  
Purchasing Coordinator  
CITY OF MOUNT DORA PURCHASING DIVISION

Ryan Matthews | Ryan.Matthews@gray-robinson.com | T 850.577.9090  
301 South Bronough Street, Suite 600, Tallahassee, Florida 32301 | F 850.577.3311

September 19, 2024

Mr. Vince Sandersfeld, City Manager  
City of Mount Dora  
510 N. Baker Street  
Mount Dora, FL 32757  
Via email: [cmoffice@cityofmounddora.com](mailto:cmoffice@cityofmounddora.com)

Re: Engagement Letter with GrayRobinson, P.A.

Dear Mr. Sandersfeld:

Thank you very much for your interest in GrayRobinson, P.A. (“GrayRobinson” or “the Firm”). We appreciate the opportunity to continue to provide governmental consulting services to the City of Mount Dora. (“The City”). The Firm is committed to providing the highest level of service in furtherance of your goals. This letter will describe the terms under which that representation will occur, disclose the Firm’s reporting responsibilities under the law, and summarize the nature of government consulting services as compared to legal services.

### **Firm Contacts for Your Representation**

You have asked that we represent the City before the State of Florida on issues related to the executive and legislative branches of government. The entire team of GrayRobinson’s lobbyists will be available to advance your interests. However, in order to ensure that your needs are efficiently and fully addressed, I will be the primary contact for this representation. If I should ever be unavailable, I would encourage you to contact Angela Drzewiecki, who will serve as an additional contact for this representation.

### **Fees, Costs and Terms**

In exchange for these services, the City has agreed to pay the Firm \$4166.00 per month for a period of twelve (12) months, beginning on October 1, 2024, and on the first day of each month thereafter. All payments should be remitted to 301 East Pine Street #1400, Orlando, FL 32801 or via ACH transfer or other electronic transfer upon receipt of invoice. The above amounts include salary cost, fringe benefits, overhead, operating margin and profit, and all direct and indirect expenses. Both the City and the Firm have the right to terminate this contract with or without cause with thirty (30) days’ notice given.

### **ADDITIONAL TERMS**

#### **A. PUBLIC RECORDS.**

The Firm shall maintain public records required by the City to perform the services.

Upon request from the City’s custodian of public records, the Firm shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided Chapter 119, Florida Statutes or as otherwise provided by law.

The Firm shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Firm does not transfer the records to the City.

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

**IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK'S OFFICE  
CITY OF MOUNT DORA  
510 N BAKER STREET  
MOUNT DORA, FL 32757  
HANDJ@CI.MOUNT-DORA.FL.US  
(352) 735-7126**

**B. INDEMNIFICATION.**

Firm shall indemnify and hold harmless the City and all of the City's officers, agents, and employees, in their official and individual capacities, from and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Firm and other persons employed or utilized by Firm in the performance of Firm's obligations under this agreement. Firm recognizes the broad nature of this indemnification and hold harmless clause, voluntarily makes this covenant, and expressly acknowledges the receipt of such good and valuable consideration provided by the City in support of these indemnification and hold harmless contractual obligations in accordance with the laws of the State of Florida.

**C. CHOICE OF LAW & VENUE.**

The parties agree that the laws of the State of Florida shall govern this Agreement and that proper venue for enforcement or interpretation of this Agreement shall have its venue in Lake County, Florida.

**D. E-VERIFY.**

As a condition precedent to entering into this Agreement, and in compliance with Section 448.095, *Florida Statutes*, Firm and its subconsultants shall register with and use the E-Verify system to verify work authorization status of all new employees.

a. Firm shall require each of its subconsultants to provide Firm with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Firm shall maintain a copy of the subconsultant's affidavit as part of and pursuant to the records retention requirements of this Agreement.



b. The City, Firm, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subconsultant knowingly violated the provisions of this section, but Firm otherwise complied, shall promptly notify Firm and Firm shall immediately terminate the contract with the subconsultant.

d. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(5)(d), *Florida Statutes*. Firm acknowledges that upon termination of this Agreement by the City for a violation of this section by Firm, Firm may not be awarded a public contract for at least one (1) year. Firm further acknowledges that Firm is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

#### E. SCRUTINIZED COMPANIES

§ 215.473, *Florida Statutes*, defines a company to include “all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.”

The Firm certifies that it, its subconsultants, and those related entities of the Firm, as defined above, are not on the Scrutinized Companies that Boycott Israel List and are not engaged in a boycott of Israel. In addition, the Firm certifies that it, its subconsultants, and those related entities of the Firm, as defined above, are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and are not engaged in business operations in Cuba or Syria. The CITY may immediately terminate this Contract if the Firm or its subconsultants are found to have submitted a false certification; or if any of the following occur with respect to the Firm, its subconsultants, or a related entity: i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; or ii) if this Contract ever exceeds one million dollars, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

#### F. PUBLIC ENTITY CRIME

Any person or affiliate, as defined in § 287.133, *Florida Statutes*, shall not be allowed to contract with the CITY, nor be allowed to enter into a subcontract for work on this Contract, if such a person or affiliate has been convicted of a public entity crime within three (3) years of the date this Contract was advertised for proposals, or if such person or affiliate was listed on the State’s convicted vendor list within three (3) years of the date this Contract was advertised, whichever time period is greater. A public entity crime means a violation of any state or federal law with respect to and directly related to the transaction of business with any public entity or agency (federal, state, or local), involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, forgery, falsification of records, receiving stolen property or material misrepresentation. Any Contract with the CITY obtained in violation of this section shall be subject to immediate termination for cause upon notice by the CITY to the Firm. A subconsultant who obtains a subcontract in violation of this section shall be removed from the project and promptly replaced by a subconsultant acceptable to the City.

#### G. HUMAN TRAFFICKING AFFIDAVIT

The Firm hereby represents, warrants, and certifies that Firm does not use coercion for labor or services as defined in § 787.06, *Florida Statutes*, and that Firm has provided to the CITY the Human Trafficking Affidavit, attached hereto as **Exhibit “A”**, and incorporated herein by reference.

## **Lobbyist Registration**

Florida law requires that GrayRobinson's lobbyists must register with the state prior to engaging in lobbying activity. Lobbyist registrations are effective when they are received by the state, and lobbying may not occur prior to proper registration. The registration and fee cycle is a calendar year beginning January 1 and ending December 31. Therefore, the City consents for the firm's lobbyists to register to represent the City.

Similarly, local governments, before which we may need to appear on your behalf, may also have their own lobbying registration and/or reporting requirements. GrayRobinson will comply with any such jurisdictional ordinances or policies, and will not commence any representation in those jurisdictions until all necessary disclosures or authorizations are filed. You agree to facilitate any required registrations with appropriate paperwork, documentation, and payment of costs associated with such compliance.

## **Compensation Reporting**

Florida law requires that the fees and costs invoiced by GrayRobinson for lobbying services are reportable to the state on a quarterly basis to both the Florida Legislature and the Florida Commission on Ethics. Therefore, the City consents to the quarterly disclosure of compensation paid or owed to GrayRobinson for lobbying activity as required by Chapter 2005-359, Laws of Florida. Such consent is granted so that GrayRobinson may file the specified quarterly reports, disclosing only the information required by Chapter 2005-359, Laws of Florida, and shall remain in effect as long as any GrayRobinson lawyer or non-lawyer lobbyist serves as the client's registered representative before the Legislature and any executive branch agency.

Unless you direct otherwise, the Firm will attribute and report 50% of our fees and reimbursements as legislative branch lobbying fees, and 50% of our fees and reimbursements as executive branch lobbying fees, subject to periodic adjustment by us to reflect our best professional judgment regarding allocation of our efforts associated with this representation.

## **Confidentiality**

In order to ensure the candor and trust in our relationship that forms the basis of effective representation, it is the policy of the Firm to keep strictly confidential all information about your interests and strategies. Because information is our stock in trade and because advancing your interests may depend on it, we ask that you also keep confidential any information we may share with you regarding political strategy, insight, information, or analysis.

## **Distinguishing Between Lobbying and Legal Services; Conflicts**

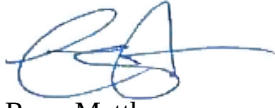
GrayRobinson offers not only legal services but also lobbying services. The Florida Bar treats legal services differently than non-legal services, which includes lobbying and consulting. It is important to understand the distinction between those services relative to conflicts, and the scope of this representation. *This lobbyist engagement does not create an attorney/client relationship between you and our firm.* If legal services are required by the City, we will enter into a separate engagement.

Both lobbyists and lawyers must avoid conflict of interest. Lawyers may not accept a legal client adverse to another legal client in a legal matter, and our lobbyists will decline to accept a lobbying client involved in legal action against an existing legal or lobbying client of the Firm. However, legal services and lobbying are separate and distinct services for the purposes of evaluating conflicts, and, because lobbying frequently involves advocating for potential changes to existing law within the legislative branch or application of the law by the executive branch, the positions advanced on behalf of lobbying clients may or may not differ from legal positions taken on behalf of clients in judicial proceedings. In some instances, lobbying clients may not have a legal conflict, but they may be marketplace competitors or they may take inconsistent positions on one or more lobbying issues. We will bring any such situations to your attention immediately upon discovery and we likewise ask you to contact us immediately if you have similar concerns at any time. Whenever conditions merit, we will implement and maintain an "ethics wall" to maintain complete separation of information, strategy, and personnel associated with the affected lobbying clients.

Under the scope of representation outlined above we know of no lobbying conflicts with our current lobbying clients, and we have discussed our plan for protecting your interest from marketplace competitors via an ethics wall. If you ever have a concern about a perceived or potential conflict, or any other issue we ask that you alert us immediately so we can address it in a mutually acceptable fashion. We will do the same.

I believe the above reflects our understanding. If it does, please sign this agreement and return it to me. I appreciate your attention to this matter and look forward to continuing working with you. Please never hesitate to contact me if we can assist you in any way.

Sincerely,

A handwritten signature in blue ink, appearing to be 'RM' with a long horizontal stroke extending to the right.

Ryan Matthews

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For: City of Mount Dora

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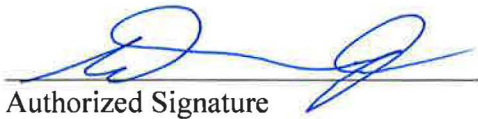
Date

## HUMAN TRAFFICKING AFFIDAVIT

In compliance with § 787.06, Florida Statutes, this Affidavit must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the City of Mount Dora (the "Governmental Entity").

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I am an officer or representative of GRAY ROBINSON, P.A., a nongovernmental entity, and I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. Nongovernmental Entity, and any of its subsidiaries or affiliates, do not use coercion for labor or services, as those terms are defined in § 787.06, Florida Statutes, as may be amended from time to time.
4. If at any time in the future the Nongovernmental Entity does use coercion for labor or services, the Nongovernmental Entity will immediately notify the Governmental Entity and no contracts may be executed, renewed, or extended between the parties.
5. I have read the foregoing Affidavit and confirm that the facts stated in it are true and are made for the benefit of and reliance by the Governmental Entity.

  
Authorized Signature

GRAY ROBINSON, P.A.  
Company

DEAN CANNON  
Printed Name

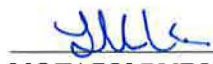
PRESIDENT & CEO  
Title

STATE OF FLORIDA

COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization of DEAN CANNON, as PRESIDENT of GRAY ROBINSON, P.A., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Nongovernmental Entity, and who is personally known to me or who produced N/A as identification, and who did/did not take an oath this 29<sup>th</sup> day of OCT., 2024.



  
NOTARY PUBLIC



510 N. Baker St.  
Mount Dora, FL 32757  
352-735-7126

---

**DATE:** November 4, 2024

**TO:** Honorable Mayor and City Council Members

**FROM:** Vince Sandersfeld, City Manager

**SUBJECT:** Approval of Meeting Minutes

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**Introduction:**

This is a request for Council to approve meeting minutes.

**Discussion:**

The City Clerk prepares minutes and presents them to City Council as an opportunity to make suggestions or corrections prior to final approval.

**Budget Impact:**

N/A

**Strategic Impact:**

N/A

**Recommendation:**

Council approve meeting minutes.

**Attachment(s):**

1. 09.03.2024.CRA Board Minutes.DRAFT
2. 09.03.2024.Northeast CRA Board Minutes.DRAFT
3. 09.03.2024.City Council Regular Session Minutes\_DRAFT
4. 09.17.2024.CRA Board Minutes\_DRAFT
5. 09.17.2024.City Council Regular Session Minutes\_DRAFT
6. 10.01.2024.City Council Regular Session Minutes\_DRAFT
7. 10.07.2024.City Council Emergency Meeting Minutes\_DRAFT

Prepared by: Jeanann Hand, City Clerk

Reviewed by: Vince Sandersfeld, City Manager

Final Approval - 10/29/2024



**CITY OF MOUNT DORA, FLORIDA**  
**CRA BOARD**  
**MEETING MINUTES**  
**September 3, 2024, 6:00 p.m.**  
**Mount Dora City Hall**  
**510 N. Baker St., Mount Dora, FL 32757**

---

**CALL TO ORDER**

Having been duly advertised as required by law, Chairperson Crissy Stile called to order the meeting of the Downtown Community Redevelopment Agency Board in the Mount Dora City Hall Council Chamber.

**ROLL CALL**

Members Present

Crissy Stile, Chairperson  
Marc Crail, Vice-chair  
John Cataldo, District 1  
Cal Rolfson, District 2  
Dennis Dawson, District 3  
Nate Walker, District 5  
Doug Bryant, At-large

Also Present

Vince Sandersfeld, City Manager  
Ryan Knight, City Attorney  
Jeanann Hand, City Clerk

**PUBLIC COMMENT**

Chairperson Stile opened public comment. No one spoke. Chairperson Stile closed public comment

**ACTION ITEM**

1. Request Adoption of **Resolution No. 2024-16**, CRA Fiscal Year 2024-2025 Budget

Mr. Knight read Resolution No. 2024-16 by title only.

**RESOLUTION NO. 2024-16 (CRA)**

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE APPROVAL AND ADOPTION OF THE FISCAL YEAR 2024-2025 BUDGET PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Sandersfeld introduced CRA Administrator and Deputy Planning Director Adam Sumner, who provided information about the final CRA budget for fiscal year 2024-2025. Resolution 2024-16 is attached to the minutes as Exhibit A.

Chairperson Stile opened public comment. No one spoke. Chairperson Stile closed public comment.

***MOTION BY MR. ROLFSON TO ADOPT RESOLUTION NO. 2024-16, CRA FISCAL YEAR 2024-2025 BUDGET; MR. WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.***

***YES***     ***Rolfson***  
              ***Walker***  
              ***Cataldo***  
              ***Dawson***  
              ***Bryant***  
              ***Crail***  
              ***Stile***  
***NO***     ***None***

#### **ADJOURNMENT**

There being no further business for discussion, Chairperson Stile adjourned the meeting at approximately 6:03 p.m.



# EXHIBIT A

## RESOLUTION NO. 2024-16 (CRA)

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE APPROVAL AND ADOPTION OF THE FISCAL YEAR 2024-2025 BUDGET PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Mount Dora Community Redevelopment Agency (CRA) is charged with redevelopment activities within its boundaries to sustain and enhance the tax base; and

**WHEREAS**, pursuant to the CRA Redevelopment Plan of 2019, the agency must adopt an annual budget that complies with state law and the Redevelopment Plan; and

**WHEREAS**, CRA Governing Board must approve and adopt the budget before City Council approves and adopts the City's annual budget, and

**WHEREAS**, the CRA Advisory Committee has recommended approval of the draft budget; and

**WHEREAS**, the projects submitted in this budget are consistent with the Redevelopment Plan of 2019.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:**

**SECTION 1. Legislative Findings and Intent.** The CRA has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

**SECTION 2. Approval of Budget.** The CRA hereby approves the 2024-2025 Annual Budget for the Agency as set forth in **Exhibit "A"** attached hereto.

**SECTION 3. Implementing Administrative Actions.** The City Manager, City Attorney, and the CRA Administrator are hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

**SECTION 4. Savings Clause.** All prior actions of the CRA pertaining to this grant program

and award, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

**SECTION 5. Scrivener's Errors.** Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

**SECTION 6. Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 7. Severability.** If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

**SECTION 8. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED this 3<sup>rd</sup> day of September, 2024.**

---

**CRISSY STILE  
CHAIRPERSON**

ATTEST:

---

Jeanann Hand  
City Clerk

Approved as to form and legality

---

Patrick Brackins, City Attorney

**EXHIBIT “A”**  
**CRA**  
**2024-2025 Annual Budget**

DRAFT

**Exhibit "A"****PROPOSED CRA BUDGET FISCAL YEAR 2024 - 2025****REVENUE**

|                      |    |           |
|----------------------|----|-----------|
| City Tax Increment   | \$ | 1,060,832 |
| County Tax Increment | \$ | 845,750   |
| Lake Water Authority | \$ | 54,515    |
| Estimated Carryover  | \$ | 1,173,750 |

|                      |  |                  |
|----------------------|--|------------------|
| <b>Total Revenue</b> |  | <b>3,134,847</b> |
|----------------------|--|------------------|

**EXPENSES**

|                                            |    |         |
|--------------------------------------------|----|---------|
| Contractual Service                        | \$ | 402,900 |
| Operating                                  | \$ | 376,425 |
| Economic Development/Incentives            | \$ | 250,000 |
| Administrative Services Allocation         | \$ | 107,012 |
| Property/Casualty/Auto Ins Premiums        | \$ | 20,201  |
| Debt Service 2013 Bonds                    | \$ | 208,000 |
| Debt Service Capital Improvement Note 2018 | \$ | 235,000 |
| CIP - Streetscape Future Phase             | \$ | 350,500 |
| CIP - Parking Solutions                    | \$ | 964,809 |
| CIP - Signage                              | \$ | 30,000  |
| CIP - Information Kiosks                   | \$ | 190,000 |

|                      |  |                  |
|----------------------|--|------------------|
| <b>Total Expense</b> |  | <b>3,134,847</b> |
|----------------------|--|------------------|



**CITY OF MOUNT DORA, FLORIDA**  
**NORTHEAST CRA BOARD**  
**MEETING MINUTES**  
**September 3, 2024, 6:04 p.m.**  
**Mount Dora City Hall**  
**510 N. Baker St., Mount Dora, FL 32757**

---

**CALL TO ORDER**

Having been duly advertised as required by law, at 6:04 p.m., Chairperson Crissy Stile called to order the meeting of the Northeast Community Redevelopment Agency Board in the Mount Dora City Hall Council Chamber.

**ROLL CALL**

Members Present

Crissy Stile, Chairperson  
Marc Crail, Vice-chair  
John Cataldo, District 1  
Cal Rolfson, District 2  
Dennis Dawson, District 3  
Nate Walker, District 5  
Doug Bryant, At-large

Also Present

Vince Sandersfeld, City Manager  
Ryan Knight, City Attorney  
Jeanann Hand, City Clerk

**PUBLIC COMMENT**

Chairperson Stile opened public comment. No one spoke. Chairperson Stile closed public comment.

**ACTION ITEM**

1. Request Adoption of **Resolution No. 2024-17**, Northeast CRA Fiscal Year 2024-2025 Budget

Mr. Knight read Resolution No. 2024-17 by title only.

**RESOLUTION NO. 2024-17 (NORTHEAST CRA)**

A RESOLUTION OF THE NORTHEAST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE APPROVAL AND ADOPTION OF THE FISCAL YEAR 2024-2025 BUDGET PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Northeast CRA Administrator and Deputy Planning Director Adam Sumner, provided information about the final Northeast CRA budget for fiscal year 2024-2025. Resolution 2024-17 is attached to the minutes as Exhibit A.

Chairperson Stile opened public comment. No one spoke. Chairperson Stile closed public comment.

***MOTION BY MR. CATALDO TO ADOPT RESOLUTION NO. 2024-17, NORTHEAST CRA FISCAL YEAR 2024-2025 BUDGET; MR. WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.***

***YES   Cataldo  
Walker  
Rolfson  
Dawson  
Bryant  
Crail  
Stile***

***NO   None***

### **ADJOURNMENT**

***MOTION BY MR. ROLFSON TO ADJOURN; MR. WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

There being no further business for discussion, Chairperson Stile adjourned the meeting at approximately 6:07 p.m.

## EXHIBIT A

### RESOLUTION NO. 2024-17 (NORTHEAST CRA)

**A RESOLUTION OF THE NORTHEAST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORIDA PERTAINING TO THE APPROVAL AND ADOPTION OF THE FISCAL YEAR 2024-2025 BUDGET PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Mount Dora Northeast Community Redevelopment Agency (Northeast CRA) is charged with redevelopment activities within its boundaries to sustain and enhance the tax base; and

**WHEREAS**, pursuant to the Northeast CRA Redevelopment Plan of 2020, the agency must adopt an annual budget that complies with state law and the Redevelopment Plan; and

**WHEREAS**, Northeast CRA Governing Board must approve and adopt the budget before City Council approves and adopts the City's annual budget, and

**WHEREAS**, the Northeast CRA Advisory Committee has recommended approval of the draft budget; and

**WHEREAS**, the projects submitted in this budget are consistent with the Redevelopment Plan of 2020.

**NOW, THEREFORE, BE IT RESOLVED BY THE NORTHEAST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:**

**SECTION 1. Legislative Findings and Intent.** The Northeast CRA has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

**SECTION 2. Approval of Budget.** The Northeast CRA hereby approves the 2024-2025 Annual Budget for the Agency as set forth in **Exhibit "A"** attached hereto.

**SECTION 3. Implementing Administrative Actions.** The City Manager, City Attorney, and the Northeast CRA Administrator are hereby authorized and directed to take such action as may be deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

**SECTION 4. Savings Clause.** All prior actions of the Northeast CRA pertaining to this grant program and award, as well as any and all matters relating thereto, are hereby ratified and



affirmed consistent with the provisions of this Resolution.

**SECTION 5. Scrivener's Errors.** Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

**SECTION 6. Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 7. Severability.** If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

**SECTION 8. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED this 3<sup>rd</sup> day of September, 2024**

---

**CRISSY STILE  
CHAIRPERSON**

ATTEST:

---

Jeanann Hand  
City Clerk

Approved as to form and legality

---

Patrick Brackins, City Attorney

**EXHIBIT “A”**  
Northeast CRA  
2024-2025 Annual Budget

DRAFT

**Exhibit "A"****PROPOSED NORTHEAST CRA BUDGET FISCAL YEAR 2024 - 2025****REVENUE**

|                      |    |            |
|----------------------|----|------------|
| City Tax Increment   | \$ | 761,154    |
| County Tax Increment | \$ | 607,192    |
| Lake Water Authority | \$ | 35,665     |
| Estimated Carryover  | \$ | 336,025    |
| Debt Proceeds        | \$ | 16,000,000 |

|                      |  |                   |
|----------------------|--|-------------------|
| <b>Total Revenue</b> |  | <b>17,740,036</b> |
|----------------------|--|-------------------|

**EXPENSES**

|                                                          |    |            |
|----------------------------------------------------------|----|------------|
| Contractual Service                                      | \$ | 309,785    |
| Operating                                                | \$ | 79,094     |
| Economic Development/Incentives                          | \$ | 300,000    |
| Administrative Services Allocation                       | \$ | 60,000     |
| Property/Casualty/Auto Ins Premiums                      | \$ | 24,216     |
| Debt Service Allocation 2024 - Community Resource Center | \$ | 686,941    |
| CIP - Property purchase per redevelopment plan           | \$ | 200,000    |
| CIP - Signage and Community Beautification               | \$ | 25,000     |
| CIP - Information Kiosks                                 | \$ | 30,000     |
| CIP - Public Safety Streetlight Improvements             | \$ | 25,000     |
| CIP - Community Resource&Recreation Center               | \$ | 16,000,000 |

|                      |  |                   |
|----------------------|--|-------------------|
| <b>Total Expense</b> |  | <b>17,740,036</b> |
|----------------------|--|-------------------|



**CITY OF MOUNT DORA, FLORIDA  
CITY COUNCIL REGULAR SESSION  
MEETING MINUTES  
September 3, 2024, 6:09 p.m.  
Mount Dora City Hall  
510 N. Baker St., Mount Dora, FL 32757**

---

**CALL TO ORDER**

Having been duly advertised as required by law, at 6:09 p.m., Mayor Crissy Stile called to order the September 3, 2024 Regular Session of the Mount Dora City Council in the City Hall Council Chamber.

**MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE**

A moment of silence and the Pledge of Allegiance were led by Vice-mayor Crail.

**ROLL CALL**

**Members Present**

Crissy Stile, Mayor  
Marc Crail, Vice-mayor  
John Cataldo, District 1  
Cal Rolfson, District 2  
Dennis Dawson, District 3  
Nate Walker, District 5  
Doug Bryant, At-large

**Also Present**

Vince Sandersfeld, City Manager  
Ryan Knight, City Attorney  
Jeanann Hand, City Clerk

**PRESENTATIONS**

1. Parks and Recreation Project Updates

Members of the Parks and Recreation staff presented updates on current and upcoming projects. Their presentations are attached to the minutes as Exhibit A

2. Mount Dora Fun Fact

Mayor Stile spoke about the Magnolia Inn and its history.

**PUBLIC COMMENT**

Mayor Stile opened public comment.

Pat Price, 1833 Overlook Drive, spoke about the City's library celebrating an upcoming milestone of 55 years of support from the Friends of the Library. A golf tournament benefiting the library would be held on October 18th.

Brenda Cutlet, 5264 Green Heart Avenue, spoke about speeding in the area and requesting

speed humps.

Bill Kiernan, 7821 Crosswinds Way, spoke about his appreciation of Mount Dora's visual appeal at Christmas time

Mayor Stile closed public comment.

### **APPROVAL OF AGENDA**

***MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

### **BOARD APPOINTMENTS**

#### **1. Lake County Library Advisory Board Appointment**

Library Director Cathy Lunday recommended that Beth Sharpe be appointed to represent the City of Mount Dora on the Lake County Library Advisory Board.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

***MOTION BY COUNCILMEMBER ROLFSON TO APPOINT BETH SHARPE TO REPRESENT THE CITY OF MOUNT DORA ON THE LAKE COUNTY LIBRARY ADVISORY BOARD; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

### **CONSENT AGENDA**

1. Request Approval for Ratification of 2024 Collective Bargaining Agreement (CBA) Fire Department
2. Request Approval of Service Agreement with Marilyn Douglas, Purchasing Pro, LLC
3. Second Amendment Renewal for Guardian Equipment, Inc. Contract Piggyback Agreement Based upon the Master Agreement for Chemical Feed Systems Maintenance and Repair Parts Between the Contractor and Volusia County, Florida
4. Approval of Meeting Minutes:  
August 6, 2024, City Council Regular Session Minutes  
August 20, 2024, City Council Regular Session Minutes

***MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE CONSENT AGENDA; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

## **ACTION ITEMS**

1. Request Approval of Amendment to the Piggyback Agreement between the City of Mount Dora and City of Ocala with Gresco Supply Inc, Related to Purchase of Distribution Transformers

Electric Utility Director Steve Langley spoke about supply issues when ordering transformers. This agreement will put the City in a more advantageous position by moving the City further up the list with suppliers when ordering transformers, which will result in receiving the ordered devices more quickly.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

***MOTION BY VICE-MAYOR CRAIL TO APPROVE AMENDMENT TWO TO THE PIGGYBACK AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND THE CITY OF OCALA WITH GRESCO SUPPLY, INC. RELATED TO THE PURCHASE OF DISTRIBUTION TRANSFORMERS; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.***

**YES**    *Crail  
Walker  
Cataldo  
Rolfson  
Dawson  
Bryant  
Stile*

**NO**    *None*

2. Request Approval of Amendment #2 to the Solar Power Sales Contract Between City of Mount Dora and the Florida Municipal Power Agency (FMPA) Related to the Purchase of Solar Energy.

Mr. Langley spoke about the City's current relationship with this vendor and the reasons this amendment will benefit the City. On December 3, 2019, the City approved the contract to purchase two megawatts from the Florida Municipal Power Agency. The first amendment to the agreement was for a price increase.

One solar source, Rice Creek Solar Farm, which is being built, is nearly ready to go online, with a date of October 2024. The second source, Whistling Duck has not yet been built due to linking issues, which is leading to a dramatic price increase. This amendment changes the City's contracted purchase from two megawatts to one.

The one megawatt would be would be purchased from Rice Creek, avoiding the further price increase. The City will look into more solar when prices decrease.

This amendment will not impinge upon the City's ability to receive or provide solar power.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

***MOTION BY COUNCILMEMBER WALKER TO APPROVE AMENDMENT TWO TO THE SOLAR POWER SALES CONTRACT BETWEEN THE CITY OF MOUNT DORA AND THE FLORIDA MUNICIPAL POWER AGENCY RELATED TO THE PURCHASE OF SOLAR ENERGY; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.***

***YES Walker  
Cataldo  
Rolfson  
Dawson  
Bryant  
Crail  
Stile  
NO None***

3. Request Approval of the Solar Energy Exchange (SEE) Agreement between the City of Mount Dora and the Florida Municipal Power Agency Related to the Purchasing of Solar Energy

Mr. Langley spoke to Council about the advantages of agreement. Through this agreement, the SEE will manage the City's solar generation and distribution of power. The City will avoid having to pay FPL transmission costs, which will minimize cost to the City.

Mayor Stile opened public comment. No one spoke.

***MOTION BY VICE-MAYOR CRAIL TO APPROVE THE SOLAR ENERGY EXCHANGE AGREEMENT BETWEEN THE CITY OF MOUNT DORA AND THE FLORIDA MUNICIPAL POWER AGENCY RELATED TO THE PURCHASE OF SOLAR ENERGY; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.***

***YES Crail  
Cataldo  
Rolfson  
Dawson  
Walker  
Bryant  
Stile  
NO None***



**PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES****1. Request Final Reading and Adoption of Ordinance No. 2024-13, Comprehensive Plan Plan Text Amendment**

Mr. Knight read Ordinance No. 2024-13 by title only.

**ORDINANCE NO. 2024-13**

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, AMENDING THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045 BY PROVIDING REVISIONS TO THE EMPLOYMENT CENTER FUTURE LAND USE CATEGORY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF THE PROPOSED COMPREHENSIVE PLAN TEXT AMENDMENT; PROVIDING FOR TRANSMITTAL OF AMENDMENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE, LEGAL STATUS OF PLAN AMENDMENT AND INCORPORATION INTO COMPREHENSIVE PLAN.

Mr. Sandersfeld explained the purpose of the ordinance, which seeks to ensure properties within the Employment Center land use designation are developed in accordance with the Wolf Branch Innovation District Implementation Plan. Legal requirements and advertising requirements have been met and staff recommended approval.

This amendment to the Comprehensive Plan eliminates PUDs as a permissible district within the Employment Center land use designation. Eliminating PUDs as an option within the Employment Center land use category will require properties to develop according to the WBI-E and WBI-G zoning districts established in the Land Development Code. Additionally, the ordinance includes a building height cap and direction regarding how buildings are measured within this land use category.

Mayor Stile asked about the turnaround time, which seemed quick. Mr. Sandersfeld explained turnaround times have accelerated.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

***MOTION BY COUNCILMEMBER ROLFSON TO ADOPT ORDINANCE NO. 2024-13. COMPREHENSIVE PLAN TEXT AMENDMENT; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.***

***YES***   ***Rolfson***  
           ***Walker***  
           ***Cataldo***  
           ***Dawson***  
           ***Bryant***  
           ***Crail***  
           ***Stile***

***NO***    ***None***

2. **Request approval First Reading of Ordinance No. 2024-16, Annexation for Rolkelray, LLC (4.60 Acres)**

Mr. Knight read Ordinance No. 2024-16 by title only.

**ORDINANCE NO: 2024-16**

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND SOUTH OF LIMIT AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Sandersfeld explained the purpose of the ordinance and its benefits to the City. This is a voluntary annexation request encompassing part of an enclave, and aligns with the City's goal of cleaning up enclaves. Staff recommends approval.

The property affected by this ordinance is in District 5. The City may explore the option of this property becoming part of the Northeast CRA.

Mayor Stile opened public comment.

Joe Lewis, 148 Charlies Avenue, commented on the positive nature of a voluntary annexation, and spoke in favor of new development.

Mayor Stile closed public comment.

***MOTION BY COUNCILMEMBER WALKER TO APPROVE THE FIRST READING OF ORDINANCE NO. 2024-16, ANNEXATION FOR ROKELRAY, LLC (4.60 ACRES); COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.***

***YES Walker  
Rolfson  
Cataldo  
Dawson  
Bryant  
Crail  
Stile  
NO None***

**3. Request approval of First Reading of Ordinance No. 2024-17, Small-Scale Future Land Use Map Amendment for Rolkelray, LLC (4.60 Acres)**

Mr. Knight read Ordinance No. 2024-17 by title only.

ORDINANCE NO: 2024-17

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO A CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

This small scale future land use amendment will change the use from County commercial to City commercial, which fits the City's long-range land use plan. The City's Planning and Zoning Commission recommended approval at their last meeting. Staff also recommends approval and to hold the second reading at the next Council meeting. Waste water capacity is a concern at present. The City is working toward capacity expansion. Service to this property will be addressed at the site planning stage.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

***MOTION BY VICE-MAYOR CRAIL TO APPROVE THE FIRST READING OF ORDINANCE NO. 2024-17, SMALL SCALE FUTURE LAND USE MAP AMENDMENT FOR ROKELRAY, LLC (4.60 ACRES); COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.***

***YES Crail***

***Cataldo***

***Rolfson***

***Dawson***

***Walker***

***Bryant***

***Stile***

***NO None***

**4. Request approval First Reading of Ordinance No. 2024-18, Change in Zoning for Rolkelray, LLC (4.60 Acres)**

Mr. Knight read Ordinance No. 2024-18 by title only.

## ORDINANCE NO: 2024-18

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND SOUTH OF LIMIT AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE AND ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Sandersfeld said this is a companion item to the previous item and will change zoning from a County C-1 district to a City C-1, allowing for neighborhood personal service retail type of shops. After adoption, Rokelray could proceed with site planning. Staff recommends approval. Planning and Zoning Commission recommended approval. Wastewater capacity concerns were noted.

Use of the water retention area has not yet been determined.

There will not be a frontage road. Traffic flow will be planned through the Florida Department of Transportation (FDOT). FDOT intends to widen the road in that area, but the timing for that is not yet certain. Cooperative legislation was mentioned.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

***MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE FIRST READING OF ORDINANCE NO. 2024-18, CHANGE IN ZONING FOR ROKELRAY, LLC (4.60 ACRES); COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.***

***YES Rolfson  
Cataldo  
Dawson  
Walker  
Bryant  
Crail  
Stile***

***NO None***

## **5 Request Adoption of Resolution No. 2024-18, Tentative Millage Rate**

The City Clerk read Resolution No. 2024-18 in its entirety.

## RESOLUTION NO. 2024-18

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PROVIDING FOR THE ADOPTION OF THE TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2024-25; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR LEVY OF AD VALOREM TAXES AND PERCENTAGE INCREASE; PROVIDING FOR FINAL BUDGET HEARING; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, after conducting a public hearing on Tuesday, July 16, 2024, the City of Mount Dora adopted Resolution No.: 2024-14, certifying the proposed millage rate for Fiscal Year 2024-25 as required by Florida Statutes, Section 200.065; and

**WHEREAS**, the Lake County Property Appraiser has delivered notice of the City of Mount Dora's proposed property tax to each taxpayer for which the City of Mount Dora, Florida is the taxing authority; and

**WHEREAS**, following a review of the tentative budget as submitted, the City of Mount Dora has determined that a millage rate of 6.3 mills is necessary to produce sufficient revenue to fund the Fiscal Year 2024-25 budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:**

**SECTION 1. Legislative Findings and Intent.** The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

**SECTION 2. Levy of Ad Valorem Taxes and Percentage Increase.** The City of Mount Dora, Florida, hereby tentatively levies the millage rate specified and hereby states the percent, if any, by which the tentative millage rate exceeds the rolled back millage rate, as follows:

| Taxing Entity | Tentative Millage Rate | Rolled Back Millage Rate | Percentage Increase Over/ (Under) the Rolled Back Rate |
|---------------|------------------------|--------------------------|--------------------------------------------------------|
| General Fund  | 6.3 Mills              | 5.6642                   | 11.22%                                                 |

**SECTION 3. Final Budget Public Hearing.** The final public hearing related to the Fiscal Year 2024-25 budget adoption process is scheduled for Tuesday, September 17, 2024 at 6:00 p.m., and will be held at 510 N. Baker Street, Mount Dora, Florida 32757, where interested parties may appear and address the City Council on budget related matters.

**SECTION 4. Implementation of Administrative Actions.** The City Manager is hereby

authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

**SECTION 5. Savings Clause.** All prior actions of the City of Mount Dora pertaining to the adoption of the tentative millage rate for Fiscal Year 2024-25, which is the subject of this Resolution, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

**SECTION 6. Scrivener's Errors.** Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

**SECTION 7. Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 8. Severability.** If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

**SECTION 9. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

Mr. Sandersfeld explained the factors that contributed to the millage rate defined in the resolution. He told Council about the conditions existing in the City and its operation that lead to setting the millage rate. Development decreased and union-mandated salary raises contribute to this raised rate. This brings the City back to the pre-Covid rate and sets up the City for future success.

Councilmember Dawson asked about the millage rate in comparable cities. Mr. Sandersfeld told Council that those rates vary.

Councilmember Rolfson spoke about aged pipes, and about the streetscape projects yet to be completed. Mayor Stile mentioned earlier talks of raising the millage rate, and the City's choice to raise it to just to the amount it needs to be raised.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

***MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2024-18, TENTATIVE MILLAGE RATE; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CALL VOTE.***

**YES** *Rolfson*  
*Dawson*  
*Cataldo*  
*Walker*  
*Bryant*  
*Crail*  
*Stile*  
**NO** *None*

## 6. Request Adoption of Resolution No. 2024-19, Tentative Budget

The City Clerk read Resolution No. 2024-19 in its entirety.

### RESOLUTION NO. 2024-19

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE TENTATIVE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF THE TENTATIVE BUDGET FOR FISCAL YEAR 2024-25; PROVIDING FOR FINAL BUDGET PUBLIC HEARING; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City Manager of the City of Mount Dora recommended a tentative annual budget for the Fiscal Year beginning October 1, 2024 and ending September 30, 2025; and

**WHEREAS**, the City of Mount Dora held budget work sessions on June 10, 2024, July 8, 2024, July 22, 2024 and August 26, 2024, for the purpose of reviewing and, where appropriate, revising the proposed Fiscal Year 2024-25 budget;

**WHEREAS**, Florida Statutes, Section 200.065, commonly known as the Truth in Millage or TRIM Bill, requires that the City Council hold a public hearing to consider adoption of the tentative millage rate and budget for Fiscal Year 2024-25; and

**WHEREAS**, on September 3, 2024, after having first adopted a resolution establishing a tentative millage rate for Fiscal Year 2024-2025, the City of Mount Dora held a public hearing and considered adoption of its tentative budget for Fiscal Year 2024-25; and

**WHEREAS**, during the course of said public hearing, all persons desiring to voice objection or make comments upon the tentative budget for Fiscal Year 2024-25 were given an opportunity to do so.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MOUNT DORA, FLORIDA, AS FOLLOWS:**

**SECTION 1.** Legislative Findings and Intent. The City of Mount Dora has complied with all requirements and procedures of Florida law in processing this Resolution. The above recitals are hereby adopted.

**SECTION 2.** Approval of the Tentative Budget for Fiscal Year 2024-25. Pursuant to the City of Mount Dora Charter and Florida Statutes, Chapters 166 and 200, the City of Mount Dora hereby adopts the various tentative budgets as set forth in **Exhibit "A"** attached hereto.



**SECTION 3. Final Budget Public Hearing.** The final public hearing related to the Fiscal Year 2024-25 budget adoption process is scheduled for Tuesday, September 17, 2024 at 6:00 p.m., and will be held at 510 N. Baker Street, Mount Dora, Florida 32757, where interested parties may appear and address the City Council on budget related matters.

**SECTION 4. Implementation of Administrative Actions.** The City Manager is hereby authorized and directed to take such actions as deemed necessary and appropriate in order to implement the provisions of this Resolution. The City Manager may, as deemed appropriate, necessary and convenient, delegate the powers of implementation as herein set forth to such City employees as deemed effectual and prudent.

**SECTION 5. Savings Provision.** All prior actions of the City of Mount Dora pertaining to the adoption of the tentative budget for Fiscal Year 2024-25, as well as any and all matters relating thereto, are hereby ratified and affirmed consistent with the provisions of this Resolution.

**SECTION 6. Scrivener's Errors.** Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

**SECTION 7. Conflicts.** All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

**SECTION 8. Severability.** If any Section or portion of a Section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Resolution.

**SECTION 9. Effective Date.** This Resolution shall become effective immediately upon its passage and adoption.

## Exhibit "A"

| TENTATIVE BUDGET FISCAL YEAR 2024 - 2025         |               |               |          |   |
|--------------------------------------------------|---------------|---------------|----------|---|
| FUND                                             | REVENUE       | EXPENSES      | Variance |   |
| 001 - General Fund                               | \$ 32,108,358 | \$ 32,108,358 | \$       | - |
| 111 - Discretionary Sales Tax                    | \$ 2,124,656  | \$ 2,124,656  | \$       | - |
| 117 - Community Redevelopment Agency             | \$ 3,134,847  | \$ 3,134,847  | \$       | - |
| 118 - Northeast Community Redevelopment Agency   | \$ 17,740,036 | \$ 17,740,036 | \$       | - |
| 123 - Protective Inspections                     | \$ 2,158,529  | \$ 2,158,529  | \$       | - |
| 124 - Police Impact Fee                          | \$ 303,565    | \$ 303,565    | \$       | - |
| 125 - Fire Impact Fee                            | \$ 415,513    | \$ 415,513    | \$       | - |
| 126 - Library Impact Fee                         | \$ 1,359,085  | \$ 1,359,085  | \$       | - |
| 127 - Parks Impact Fee                           | \$ 2,552,930  | \$ 2,552,930  | \$       | - |
| 131 - Fire Assessment Fee                        | \$ 4,496,844  | \$ 4,496,844  | \$       | - |
| 150 - Cemetery                                   | \$ 148,677    | \$ 148,677    | \$       | - |
| 200 - Debt Service                               | \$ 1,244,363  | \$ 1,244,363  | \$       | - |
| 310 - Capital Construction                       | \$ 21,060,500 | \$ 21,060,500 | \$       | - |
| 410 - Electric                                   | \$ 13,534,701 | \$ 13,534,701 | \$       | - |
| 415 - Electric Construction                      | \$ 2,991,500  | \$ 2,991,500  | \$       | - |
| 421 - Water / Wastewater Utility                 | \$ 17,027,710 | \$ 17,027,710 | \$       | - |
| 422 - Wastewater Impact Fee                      | \$ 9,603,852  | \$ 9,603,852  | \$       | - |
| 423 - Water Impact Fee                           | \$ 2,209,690  | \$ 2,209,690  | \$       | - |
| 425 - Water / Wastewater Construction            | \$ 7,831,900  | \$ 7,831,900  | \$       | - |
| 430 - Sanitation Utility                         | \$ 3,473,307  | \$ 3,473,307  | \$       | - |
| 440 - Stormwater Utility                         | \$ 2,807,751  | \$ 2,807,751  | \$       | - |
| 445 - Stormwater Construction                    | \$ 1,520,000  | \$ 1,520,000  | \$       | - |
| 500 - Public Work Warehouse                      | \$ 694,800    | \$ 694,800    | \$       | - |
| 501 - Vehicle Replacement                        | \$ 370,000    | \$ 370,000    | \$       | - |
| 510 - Self Insured Health                        | \$ 5,716,654  | \$ 5,716,654  | \$       | - |
| 515 - Property & Casualty & Workers Compensation | \$ 1,216,630  | \$ 1,216,630  | \$       | - |
| Total City Wide Budget                           | 157,846,398   | 157,846,398   |          | - |

Mr. Sandersfeld reported to Council that the budget is balanced. Staff recommends approval and adoption of the resolution.

Mayor Stile opened public comment.. No one spoke. Mayor Stile closed public comment.

***MOTION BY COUNCILMEMBER WALKER TO ADOPT RESOLUTION NO. 2024-19, TENTATIVE BUDGET; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION PASSED WITH A 7-0 ROLL CAL VOTE.***

***YES Walker  
Crail  
Cataldo  
Rolfson  
Dawson  
Bryant  
Stile  
NO None***

#### **CITY MANAGER'S REPORT**

Mr. Samdersfeld spoke about his meeting with Dr. Levey regarding the County's rezonings. Mr. Sandersfeld mentioned an email that may have been received by Council on this matter. He reported on the City's current plan to address its involvement.

#### **COMMUNICATIONS AND REPORTS**

Councilmember Walker thanked the Parks and Recreation staff for their earlier presentations. He expressed gratitude to the City Manager and staff for meeting regarding neighborhood issues.

Councilmember Bryant commented favorably about the presentations and thanked the City Manager.

Councilmember Cataldo commented favorably about the presentations. He suggested a workshop to revisit the City's Strategic Plan.

Councilmember Rolfson commended the leadership of this staff. He congratulated Mr. Langley on his newly-arrived grandchild. and on his election to Vice-president of the Florida Municipal Power Association.

Councilmember Dawson notified those present that he will be absent from the September 10th Special Meeting. He congratulated Mayor Stile on the anniversary of her bookstore.

Vice-mayor Crail spoke in favor of updating the Strategic Plan. He spoke of how no one wants to raise the millage rate but it sometimes must be done. He mentioned the City's efforts to conserve resources with piggyback agreements, which allow a small city to enjoy the same low rates that larger cities are given. He spoke about the value of the Florida Municipal Power Association.

Mayor Stile thanked staff for their presentations and wished Joanne Newsome a happy birthday. She mentioned the possibility of changing the November 5th Council meeting date because of Election Day. She reminded those present about the Fire Department's water rescue demonstration the following day. She commented on the Public Works building progress and work to be done at the Country Club.

### **ADJOURNMENT**

There being no further business for discussion, the meeting adjourned at approximately 8:02 p.m.



# IN OUR CAMP ERA

Celebrating Our Memorable Summer

This year we welcomed over 525 campers throughout our seven different camps. We would love to share our summer with you!

**ABOUT US**

## MEET THE MOUNT DORA EXPLORERS

Over the course of ten weeks, we ran 8 different camps, went on 33 field trips, learned three different sports, put on one musical and created millions of camp memories.

This was our largest year of camp ever!



## MOUNT DORA EXPLORERS

## LIGHTS!!! SMILE!!! ACTION!!! MUSICAL THEATER CAMP

This year our very own, Kevin Biles and Victoria Notarangelo lead a group of 35 campers and five counselors to put on a wonderful production of Seussical Kids!

They put together an amazing show in only 12.5 days of camp!!! Campers learned choreography, theater basics, costume design and set-making! They learned that "anything is possible"

This camp is very competitive to get into. We sell out within three days of registration opening up!



## ADVENTURE IS OUT THERE!





**EcoVenture Camp**

Campers explored gorgeous local, state and national parks. They swam, tubed, ziplined and made pancakes!



**Adventure Camp**

Campers explored some of the coolest locations in all of Central Florida! They golfed, wake-boarded, did ropes courses and visited some great water parks!





## THEY KNOW HOW TO BALL!

Since we introduced our Sports Camp program back in 2020, we have increased capacity by ten campers a week.

This camp has developed a loyal fanbase! Campers come back year after year and our younger campers can't wait to be old enough to participate!



Soccer Camp



Flag Football



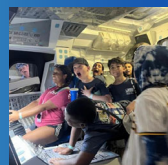
Basketball



## Junior Explorers

Our Junior Explorers is our extremely popular traditional day camp. We host up to 170 campers a week. This camp sells out within 6 weeks of registration.

## FIELD TRIPS



## THE START OF SOMETHING NEW



Last year we found ourselves in a difficult position, where we had to move locations of our camp with 2 months to go.

We were so lucky that Mount Dora Middle School stepped up and welcomed us in. This was the beginning of a beautiful partnership!

We have just started a low cost and much needed Before Care Program at Mount Dora Middle School. We are so happy to be back in the school care business and even more happy to be partnering the great team at MDMS!





## WHAT IS NEXT FOR US?

Future programming for our new center!

An After School Hangout

A partnership with shaping heARTS to bring accessible arts programs

A partnership with Showtime USA to start a dance team

Art Classes for all ages

# THANK YOU

This year of camp was out of this world!!!

As we look towards next year and start planning our summer of science, I can't help but pause and think of how far we have come!  
The sky's the limit for our Explorers!

## Summer Sports Camp Overview

Michael Davis  
Athletics Supervisor  
City of Mount Dora



## Sports Camp Numbers (Combine with JR Explorers and Adventure/Art Camp for total)

- Week 1: 35
- Week 2: 35
- Week 3: 33
- Week 4: 34
- Week 5: 30
- Week 6: 38
- Week 7: 32
- Week 8: 36
- Week 9: 29
- Week 10: 24

Total Sports Campers for the summer - 326

## Camp Photos



## Camp Photos Continued



## Tie in to Youth Leagues

- Fall Youth Soccer: Aug 12 - Oct 10
- NFL Flag Football: Oct 21 - Dec 19
- Winter Basketball: Early Feb - Early April



## Youth League Numbers

| Numbers by year (2021-2023)     | Numbers this year (2024)                         |
|---------------------------------|--------------------------------------------------|
| • Soccer: 265 → 294 → 332       | • Soccer: 343                                    |
| • Flag Football: 79 → 102 → 146 | • Flag Football: TBD (season starts mid October) |
| • Basketball: 149 → 164 → 166   | • Basketball: 174                                |



# Mount Dora Aquatics & Wellness

## Community Excellence in Programming and Service

Providing the Best Activities and Programming in the Area

2023-2024





## Meet Our Team

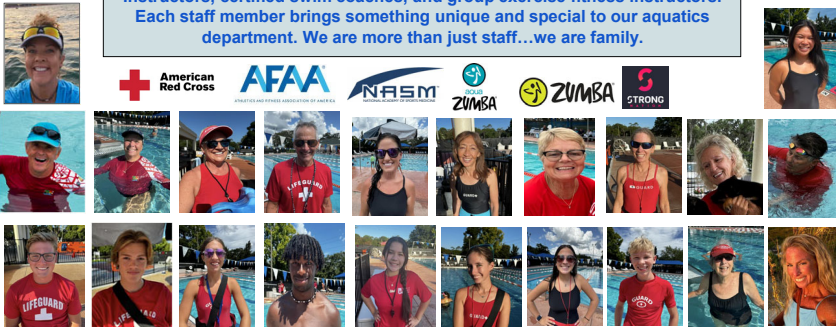
The team includes Certified American Red Cross lifeguards, Water Safety Instructors, certified swim coaches, and group exercise fitness instructors. Each staff member brings something unique and special to our aquatics department. We are more than just staff...we are family.













## Swimming Lessons

Group and Private Lessons are offered for all ages (AM & PM)  
Daily safety tips are given at the beginning of each lesson.

Summer 2024 Lessons:  
Parent/Child-100    Preschool-224    Learn to Swim-192  
Special Needs- 6    Adult: 20











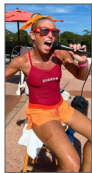


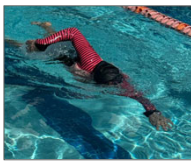
## Aqua Fitness for ALL Ages



We offer: Shallow Water, Deep Water, Aqua Kickboxing, Aqua Zumba, Aqua Pilates, Joints in Motion, and lap swimming for our patrons.



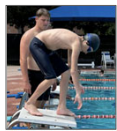
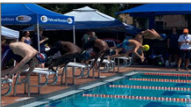
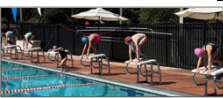


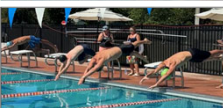


## Swim Team



**\*AAU Competitive Swim Team- 30 monthly participants**  
**\*Recreation Swim Team-25 monthly participants**  
**\*\*Coached by certified aquatics staff**  
**Land workouts included**  
**Hosts and attends travel swim meets**  
**Rec Swim- 25 participants monthly**







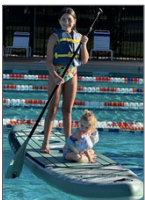

## Water Camp

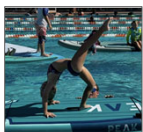
Aquatic summer camp that teaches lifeguarding skills, paddleboarding, white water rafting, swim techniques, relay races, and games.  
**Summer 2024**  
 Water Camp Participants: 50











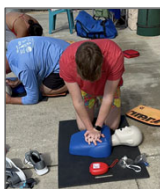


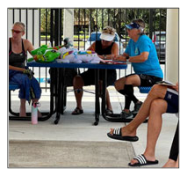
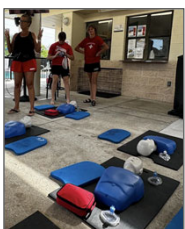

## Red Cross Training



**Classes offered/taught:**  
**CPR/AED/First Aid (>100 students)**  
**Lifeguarding (>30 students)**  
**Water Safety Instructor (>20 students)**





## Other Programs Offered

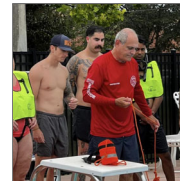
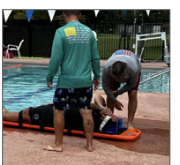
**Land Fitness**  
Yoga  
Chair Yoga  
Tai Chi  
Line Dancing  
10-25 participants




**Senior Luncheon**  
Held at the MLK building one day a month for seniors to build relationships in the community.  
30-50 seniors monthly




## Community Engagement and Partnerships

\*Mt Dora Fire Department comes to the pool for trainings.  
\*The Boy Scouts and Girl Scouts earn their aquatics badges.  
\*Triathlon teams come for training sessions.  
\*We host local food and ice cream trucks to visit the pool for special events and during busy pool hours.  
\*We host City of Mount Dora summer camps, dance camp, birthday parties, play dates, and family reunions  
\*We love our VOLUNTEERS!!



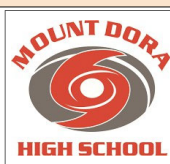



## Support for the Local High School

**Mount Dora High School Hurricanes**

\*Host high school swim team practice  
\*Venue for hosting high school swim meets





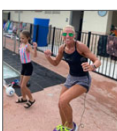


## Service in Excellence

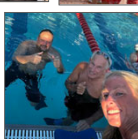
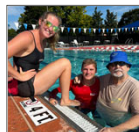
**Testimonials and Community Feedback**  
Through Google Forms, we surveyed families that participated in our swimming lessons. Click on the link to see the responses.

[Swim Lesson Session 2 Survey Results 2024](#)

[Swim Lesson Session 3 Survey Results 2024](#)





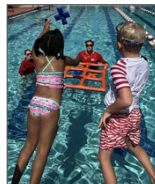


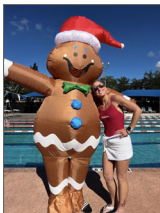

## Fun in the Sun




This facility and program help foster and grow positive relationships with health, fitness, and all around well being.

Do what you love and love what you do.  
Be Safe & Have Fun!






## Our Mission



Our mission is to operate a public aquatic and wellness facility to promote water safety, increase health, build positive relationships, and provide aquatic education to the city of Mount Dora, Florida.

## Our Vision

Our future looks like a state of the art aquatic and wellness facility that enhances the mind, body, and spirit through health, fitness, recreational, and competitive needs in our area ALL year long in Mount Dora, Florida.



# Mount Dora Holiday Traditions 2024

September 3, 2024

Chris Carson & Briana Williams

## Holiday Schedule

- Light Up Mount Dora – November 23<sup>rd</sup> (Entire Downtown)
- Small Business Saturday Event – November 30<sup>th</sup> (Sunset Park)
- Christmas Walk – December 6<sup>th</sup> (Downtown)
- Holiday Concert – December 7<sup>th</sup> (Donnelly Park)
- Christmas Parade – December 7<sup>th</sup> (Donnelly Street)
- Lighted Boat Parade – December 7<sup>th</sup>
- Snow in the Park – December 14<sup>th</sup> (Joan Park)
- Northeast Toy Exchange – December 21<sup>st</sup> (MD Middle School)
- Mount Dora 5K Run & Half Marathon – December 22<sup>nd</sup> & 23<sup>rd</sup>
- NYE Celebration – December 31<sup>st</sup> (Sunset Park)

## Light Up Mount Dora

November 23<sup>rd</sup> at Downtown from 4:30PM-9:00PM

- Music throughout Downtown
- Mount Dora Jazz Band performance at Donnelly Park
- Scavenger Hunt for all attendees (includes local businesses)
- Music across the Downtown areas

## Small Business Saturday & Local Holiday Festivities

### Small Business Saturday on November 30<sup>th</sup>

- Entertainment at Sunset Park for shoppers to enjoy
  - Dueling Pianos
  - Holiday program featuring The Grinwolds

### Local Holiday Festivities on December 7<sup>th</sup>

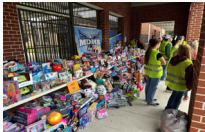
- Christmas Parade
  - Partnership with Lions Club
  - Mount Dora Tradition
- Lighted Boat Parade
  - Presented by Rusty Anchor Boat Tours
- Holiday Concert
  - Christmas Concert featuring Mount Dora H.S. Jazz and Concert Bands

### Northeast Toy Exchange

December 21<sup>st</sup> at Mount Dora Middle School from 10:00AM-12:00PM

**Toy Drive**

- Mount Dora Police to collect toys for kids at Mount Dora Middle School.
- Partnerships & Sponsors: Walmart, The American Legion Post 92, Adrenaline Bike Works.
- 1-2 months of advertising and preparation



### Partnerships

- Mount Dora Boating Center & Marina
- Lakeside Inn
- Adult Medicine
- Pisces Rising
- Lawn Bowling Club
- Whiskey Kitchen
- Century 21 Spouses with Houses Realty
- Chamber of Commerce
- Advent Health



### Donnelly Park



- Donnelly Park plays hosts to many events and festivals throughout the year.
- Enhancements for Donnelly Park are currently in the works.
- What the future of Donnelly Park will look like.

### Focusing on our Residents & Businesses

- Parking and Shuttle improvements
- Getting local businesses involved with events
- Hosting live music events with local restaurants
- Constant communication with residents and business owners on city events
- Smaller & frequent resident events (music nights, movie nights, etc.)





General Programing Grants

- For the past two years, the City of Mount Dora has received funding from a matching grant from the State of Florida that benefits city produced events.
- The State of Florida recognizes the initiative of supporting quality of life for the residents and visitors of Mount Dora.
- Funding supports arts, cultural, and leisure offerings.

TDC Support for Holiday Events

Light up Mount Dora

- Estimated Economic Impact: \$4,639,776
- Maximum Potential Award: \$10,000

New Year's Eve Celebration

- Estimated Economic Impact: \$869,958
- Maximum Potential Award: \$5,000



City Staff & Departments

- Parks & Recreation, Electric, Public Safety and Public Works are all involved
- Preparation starts early September
- Put up lights for all of Downtown, Northeast CRA area, trees, and buildings
- More upgrades to downtown = more lights
- Installation of holiday decorations in Downtown parks

City Staff & Departments

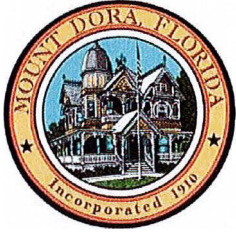
On event days, Parks & Recreation staff & Communications all help to make events successful.

- Camp staff assist with parking lots, shuttles, and information booths
- Park staff maintain cleanliness within the event space
- Communications assist with photos and social media promoting events

### The Future of the Waterfront

- Common place for the Community to come together
- More Festivals and Events
- Permanent stage
- More seating to accommodate for a larger audience
- Bring in bigger music talent
- Potential to get the community excited for larger events and live music





**CITY OF MOUNT DORA, FLORIDA**  
**CRA BOARD MEETING MINUTES**  
**September 17, 2024, 6:00 p.m.**  
**Mount Dora City Hall**  
**510 N. Baker St., Mount Dora, FL 32757**

**CALL TO ORDER**

Having been duly advertised as required by law, at 6:00 p.m. Chairperson Crissy Stile called to order the meeting of the Mount Dora Community Redevelopment Agency Board in the City Hall Council Chamber.

**ROLL CALL**

**Members Present**

Crissy Stile, Chairperson  
John Cataldo, District 1  
Cal Rolfson, District 2  
Dennis Dawson, District 3  
Nate Walker, District 5  
Doug Bryant, At-large

**Also Present**

Steve Langley, Acting City Manager  
Patrick Brackins, City Attorney  
Jeanann Hand, City Clerk

**Members Not Present**

Mark Crail, Vice-chair

**PUBLIC COMMENT**

Chairperson Stile opened public comment. No one spoke. Chairperson Stile closed public comment.

**ACTION ITEMS**

1. Request Approval of Commercial Visual Improvement Program (CVIP) Grant Agreement for the Mount Dora Yacht Club

CRA Administrator and Deputy Planning Director Adam Sumner spoke about the renovation that would be funded by this grant. A Certificate of Appropriateness for the renovation was awarded by the Historic Preservation Board in May of 2024. Staff recommends approval.

The CRA Board and staff discussed the requirements for receiving the grant. Substantial renovation to the exterior of the Yacht Club will take place. The City's grant will help fund the renovation dollar for dollar. The renovation's value to the City is worthwhile. The grant is intended to improve the look of the CRA area. There is no minimum dollar amount required for the grant. The same grant has been provided to other businesses in the past.

The owner must maintain the property for five years or must pay back the award. The amount is prorated. No recipient has been non-compliant with this requirement at this point. If the recipient business is sold, the new buyer is responsible for adequately maintaining it.

Chairperson Stile opened public comment. No one spoke. Chairperson Stile closed public comment

***MOTION BY MR. WALKER TO APPROVE THE COMMERCIAL VISUAL IMPROVEMENT (CVIP) GRANT AGREEMENT FOR THE MOUNT DORA YACHT CLUB; MR. ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A 5-1 ROLL CALL VOTE.***

***YES Walker  
Rolfson  
Cataldo  
Dawson  
Stile  
NO Bryant***

**ADJOURNMENT**

***MOTION BY MR. ROLFSON TO ADJOURN; MR. WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

There being no further business for discussion, the meeting adjourned at approximately 7:52 p.m.

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**CRISSY STILE, CHAIRPERSON  
City of Mount Dora**

---

**JEANANN HAND, CITY CLERK  
City of Mount Dora**

**CITY OF  
MOUNT DORA, FLORIDA  
CITY COUNCIL  
MINUTES**



**September 17, 2024  
City Hall  
510 N. Baker St.  
Mount Dora, FL 32757**

**CALL TO ORDER**

Having been duly advertised as required by law, at 6:10 p.m., Mayor Crissy Stile called to order the Regular Session of the Mount Dora City Council in the City Hall Council Chamber.

**MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**

A moment of silence and Pledge of Allegiance were led by Councilmember Rolfson.

**ROLL CALL**

Members Present

Crissy Stile, Mayor  
Marc Crail, Vice-mayor  
Cal Rolfson, District 2  
Dennis Dawson, District  
3 Nate Walker, District 5  
Doug Bryant, At-large

Also Present

Vince Sandersfeld, City Manager  
Patrick Brackins, City Attorney  
Jeanann Hand, City Clerk

Members Not Present

John Cataldo, District 1

**PRESENTATIONS**

1. Presentation by Michael Woods, Lake Sumter Metropolitan Planning Organization (MPO)

Mr. Woods thanked Councilmember Rolfson for chairing the Lake-Sumter MPO. Mr. Woods presented information on upcoming transportation projects. Mr. Woods's presentation is attached to the minutes as Exhibit A.

Mr. Woods spoke about the MPO's new long-range transportation plan, which is updated every 5 years. He encouraged residents to come to workshops and public meetings, and to leave comments online. He spoke about how decisions are affected by cost and available funding.

2. Mount Dora Fun Fact

Mayor Stile shared information about the history of the Grandview Bed and Breakfast.

which was originally the William Watt House and had a windmill-operated water pump.

### **PUBLIC COMMENT**

Mayor Stile opened public comment.

Ramona Lopez, 1616 Montclair Court, voiced her concerns about her neighbor's unkempt yard contributing to snakes on her property and in her garage. She also asked about the recycle and the regular trash receptacles being dumped into the same container.

Kelvin Thompson, Jr., 1403 Grant Avenue, spoke about the timing of the traffic light at 441, Wolfbranch and Limit.

Mayor Stile closed public comment.

### **APPROVAL OF AGENDA**

***MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE AGENDA; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

### **CONSENT AGENDA**

1. Request Approval for Ratification of the 2024 Collective Bargaining Agreement (CBA) between the City of Mount Dora and the Florida State Lodge, Fraternal Order of Police
2. Request for Approval of the Rankings for the Continuing Professional Consultant Services from RFQ 24-GS-013 for the City, the CRA, and, the Northeast CRA
3. Request Approval of the Purchase of a New High Service Pump 1 and Motor for Water Treatment Plant #1
4. Request Authorization for the Mayor to Execute a Statutory Warranty Deed on Behalf of the City of Mount Dora for Portion of Limit Avenue
5. Approval of Meeting Minutes:
  - August 6, 2024 City Council Regular Session Minutes
  - August 20, 2024 City Council Regular Session Minutes

***MOTION BY COUNCILMEMBER WALKER TO APPROVE THE AGENDA; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

## **ACTION ITEMS**

1. Request Approval of Task Authorization with Bentley Architects and Engineers, Inc. for Design of Sidewalk Extension and Intersection

Public Works Director George Marek spoke about the scope of the project. The project is a response to a petition. The City is attempting to address the cause of the petition.

Mr. Marek brought the City's concerns to Bentley and asked Bentley to include bicycle paths and sidewalks around the park. The Task Authorization on the agenda incorporates all these things.

Councilmember Walker asked why the cul-de-sac in Plan B was necessary. Mr. Marek explained it makes room for turnaround for emergency vehicles. Mr. Walker spoke about additional sites where this type of project is also greatly needed, mentioning an accident that happened that day. Mr. Marek acknowledged other areas are also in need of this type of attention.

Mr. Sandersfeld stated the cul-de-sac element will be further examined and evaluated.

The petition was asking for sidewalks. Council and staff discussed the concept that the start of this project may be seen as a start toward progress in other areas.

Councilmembers and staff discussed whether alternative plan B in the scope should be part of this project. Mr. Marek spoke about the equal value of calming traffic and maintaining traffic circulation.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

***MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE TASK AUTHORIZATION WITH BENTLEY ARCHITECTS AND ENGINEERS, INC. FOR DESIGN OF SIDEWALK EXTENSION AND INTERSECTION ON WEST 11TH AVENUE AND HEIM ROAD WITH TRAFFIC CALMING FOR LAKESHORE DRIVE WITHOUT PLAN B; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.***

***YES    Rolfson  
         Dawson  
         Bryant  
         Walker  
         Crail  
         Stile  
NO    None***



2. Request Approval of Piggyback Agreement with Atlantic Pipe Services LLC for Cured-in-Place Pipe Lining (CIPP)

Mr. Sandersfeld explained the purpose of the item. Utility Director Andrew Marsian defined cured-in-place pipe lining.

Mayor Stile opened public comment.

Christine King Harris 408 East Jackson Avenue, asked about the amount of pipe being put in place. Mr. Sandersfeld explained what the City would be working on at this point.

Mayor Stile closed public comment

***MOTION BY COUNCILMEMBER WALKER TO APPROVE THE PIGGYBACK AGREEMENT WITH ATLANTIC PIPE SERVICES, LLC FOR CURED-IN-PLACE PIPE LINING; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.***

***YES Walker  
Rolfson  
Dawson  
Bryant  
Crail  
Stile  
NO None***

3. Request Approval of Mount Dora Police Charities Fund

Police Chief Michael Gibson spoke about the impact of outreach programs. He spoke of several past and current opportunities and efforts.

Chief Gibson asked Council to approve the formation of this fund.

Sara Herrick from the Mount Dora Community Trust ((MDCT)) spoke, inviting questions. Donations would be tax-deductible. She spoke of MDCT's role in support of this program.

Councilmember Rolfson spoke in support of the creation of this fund. Ms. Herrick explained donations do not go to the MDPD. The PD is in an advisory position to recommend where in the community funds should be allocated. Funds are the asset of the MDCT. The MDCT has about 90 funds. Mr. Walker asked how the subcommittee is formed. Ms. Herrick explained how the members are chosen. Mr. Walker spoke of the importance of a strong positive relationship between the police and the community.

Mr. Rob English, Executive Director of the MDCT, spoke about the stadium fund started three years ago, which raised 1.3 million dollars to improve the Mount Dora High School stadium. Councilmember Bryant asked about phasing for the stadium. Mr. English confirmed that this is phase 1.

***MOTION BY VICE-MAYOR CRAIL TO APPROVE THE MOUNT DORA POLICE CHARITIES FUND; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.***

***YES Crail  
Walker  
Rolfson  
Dawson  
Bryant  
Stile  
NO None***

#### **PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES**

1. Request Final Reading and Adoption of Ordinance No. 2024-16, Annexation for Rolkelray, LLC (4.60 Acres)

Mr. Brackins read Ordinance No. 2024-16 by title only.

#### **ORDINANCE NO.2024-16**

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING ORDINANCE NOTO THE VOLUNTARY ANNEXATION OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND SOUTH OF LIMIT AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR VOLUNTARY ANNEXATION; PROVIDING FOR EFFECT OF ANNEXATION; PROVIDING AN AMENDMENT TO CHAPTER 2, CODE OF ORDINANCES; PROVIDING FOR FILING REQUIREMENTS; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR LIMITED CODIFICATION AND SCRIVENER’S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Sandersfeld told those present that all requirements have been met for adoption of this ordinance.

Mayor Stile opened public comment.

Christine King-Harris, 408 East Jackson Avenue, spoke about the effects of this annexation on the businesses in the area.

Mayor Stile closed public comment.

***MOTION BY COUNCILMEMBER ROLFSON TO ADOPT ORDINANCE NO. 2024-16, ANNEXATION FOR ROKELRAY, LLC; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.***

***YES Rolfson***

***Walker***

***Dawson***

***Bryant***

***Crail***

***Stile***

***NO None***

2. Request Final Reading and Adoption of **Ordinance No. 2024-17**, Small-Scale Future Land Use Map Amendment for Rolkelray, LLC (4.60 Acres)

Mr. Brackins read Ordinance No. 2024-17 by title only.

**ORDINANCE NO: 2024-17**

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO A CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO THE FUTURE LAND USE MAP OF THE FUTURE LAND USE ELEMENT OF THE CITY OF MOUNT DORA COMPREHENSIVE PLAN 2045; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF CHANGE IN FUTURE LAND USE DESIGNATION AND AMENDMENT TO FUTURE LAND USE MAP; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Sandersfeld explained the purpose of the ordinance. There have been no changes since the first reading. Staff recommends adoption.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

***MOTION BY COUNCILMEMBER WALKER TO ADOPT ORDINANCE 2024-17; VICE-MAYOR CRAIL SECONDED THE MOTION. MOTION PASSED BY A 6-0 ROLL CALL VOTE.***

**YES Walker**  
**Crail**  
**Rolfson**  
**Dawson**  
**Bryant**  
**Stile**  
**NO None**

3. Request Final Reading and Adoption of Ordinance No. 2024-18, Change in Zoning for Rolkelray, LLC (4.60 Acres)

Mr. Brackins read Ordinance No. 2024-18 by title only.

**ORDINANCE NO: 2024-18**

AN ORDINANCE OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE ZONING DISTRICT CLASSIFICATION CHANGE FOR THAT PROPERTY LOCATED ON THE WEST SIDE OF US HIGHWAY 441 AND SOUTH OF LIMIT AVENUE; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR ZONING DISTRICT CLASSIFICATION CHANGE AND ZONING MAP AMENDMENT; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR NON-CODIFICATION AND SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Sandersfeld explained the purpose of the item. There have been no changes since the first reading. Staff recommends adoption. All legal requirements have been met.

Mayor Stile opened public comment.

Christine King Harris, 408 East Jackson Avenue, asked about the location and the change of zoning.

Mayor Stile confirmed that it is going from county zoning to city zoning.

Mayor Stile closed public comment.

**MOTION BY COUNCILMEMBER ROLFSON TO ADOPT ORDINANCE NO. 2024-18; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.**

**YES Rolfson**  
**Walker**  
**Dawson**  
**Bryant**  
**Crail**

*Stile*

**NO None**

4. Request Adoption of Resolution No. 2024-25, Endorsement of the Mount Dora Historical Society Historic Marker Program

Mr. Brackins read Resolution No. 2024-25 by title only.

RESOLUTION NO. 2024 - 25

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, RELATED TO THE HISTORIC MARKER PROGRAM PROPOSED BY THE MOUNT DORA HISTORICAL SOCIETY, INCORPORATED; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR HISTORIC SITE DESIGNATION; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Senior Planner Michele Janiszewski explained the purpose of the item. She told those present how the program will work and who will maintain the markers. The Historic Preservation Board voted to support this program last July. Ms. Janiszewski presented an example of what the marker would look like. The focus will be downtown and businesses. The longevity of the appearance of the sign was discussed. The property owners will be asked permission to place the signs.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

***MOTION BY COUNCILMEMBER WALKER TO ADOPT RESOLUTION NO. 2024-25, ENDORSEMENT OF THE MOUNT DORA HISTORICAL SOCIETY HISTORIC MARKER PROGRAM; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.***

***YES Walker  
Rolfson  
Dawson  
Bryant  
Crail  
Stile***

**NO None**

5. Request Adoption of Resolution No. 2024-20, Approval of Final Millage Rate

Mr. Brackins read Resolution 2024-20 by title only.

## RESOLUTION NO. 2024-20

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA PROVIDING FOR THE ADOPTION OF THE FINAL MILLAGE RATE FOR FISCAL YEAR 2024-25; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR LEVY OF AD VALOREM TAXES AND PERCENTAGE INCREASE; PROVIDING FOR IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Budget Officer Matthew Dodson stated that according to Florida Statutes, including Section 200.065, the City Council shall adopt a final millage rate prior to the adoption of a final budget and shall otherwise comply with the controlling provisions of the law.

There were no changes to the rate since the tentative rate adopted at the September 3rd hearing. The aggregate proposed millage rate for FY 2024-2025 is \$6.3000 mills. The aggregate rolled back millage rate is \$5.6642. The operating levy of \$6.3000 mills represents an 11.22% increase from the rolled-back rate of \$5.6642 per \$1,000 of taxable value. The proposed rate will result in an ad valorem general fund revenue increase of \$1,197,247. The proposed rate will enable the City to maintain and increase its level of service.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

The City Clerk read a statement from Councilmember Cataldo, who was unable to attend this meeting:

"I am strongly opposed to the proposed property tax increase. This increase places an undue burden on property owners, specifically in my district 1, without sufficient justification or clarity on how the additional funds will be utilized.

For example, while it has been stated that \$340,000 will be allocated for four new police vehicles and additional funds for a fire training facilities, there has been no detailed explanation of how these expenditures align with the immediate needs of our community. Additionally, the allocation of over \$150,000 for advertising and promotional purposes in various departments lacks a defined plan, making it difficult to assess its effectiveness or necessity of the expenditures.

Though the proposed increase may seem nominal for some, it is significant for many property owners who are already facing financial pressures in my district. Continuing to raise taxes without clear goals, measurable outcomes, and a well-defined plan is not the path we should be taking as a city.

I urge my colleagues and city leadership to reconsider this proposal, provide more transparency, and work toward solutions that benefit all citizens without imposing unnecessary financial burdens.

Councilmember Cataldo"

**MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION 2024-20, ADOPTING THE FINAL MILLAGE RATE FOR FISCAL YEAR 2024-2025 ENDING ON SEPTEMBER 30, 2025; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.**

**YES**    *Rolfson*  
          *Walker*  
          *Dawson*  
          *Bryant*  
          *Crail*  
          *Stile*  
**NO**    *None*

6. Request Adoption of **Resolution No. 2024-21**, Approval of Final Budget

Mr. Brackins read Resolution No.2024-21 by title only.

RESOLUTION NO. 2024-21

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR APPROVAL OF THE FINAL BUDGET FOR FISCAL YEAR 2024-2025; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Mr. Dodson directed attention to the encumbrance and project rollovers, which had changed since the September 3rd first hearing.

Mayor Stile opened public comment.

Christine King-Harris, 408 East Jackson Avenue, wished to apply her previous comments to this item as well.

Mayor Stile closed public comment.

**MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION 2024-21, ADOPTION OF THE FINAL BUDGET FOR THE CITY OF MOUNT DORA FOR FISCAL YEAR 2024-2025 ENDING ON SEPTEMBER 30, 2025; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.**



**YES**   *Rolfson*  
          *Dawson*  
          *Walker*  
          *Bryant*  
          *Crail*  
          *Stile*  
**NO**    *None*

### **CITY MANAGER'S REPORT**

1. City Manager Evaluation

Mr. Sandersfeld introduced the topic of the City Manager evaluation that had recently taken place according to the schedule described in the City Charter. Councilmembers agreed they were pleased with Mr. Sandersfeld's performance as City Manager, and awarded a 3% pay increase.

Mr. Sandersfeld thanked Council for his position and his increase.

2. Informational - Purchasing Division Report on Emergency Purchases

Mr. Sandersfeld spoke about the recent water outage and praised staff performance throughout the process. Councilmember Dawson suggested a campaign for the community to sign up for update messaging. Public Information Director Misty Sommer explained the various methods the City has provided to promote the above.

### **CITY ATTORNEY'S REPORT**

No report.

### **COMMUNICATIONS AND REPORTS**

Councilmember Bryant announced his planned absence for the October 1st meeting.

Councilmember Rolfson commented favorably about staff's work during the water outage.

Councilmember Dawson commented favorably on Mr. Sandersfeld's availability to Council. He suggested recognition for Hispanic Heritage Month.

Councilmember Walker agreed with Councilmember Dawson's suggestion.

Vice-mayor Crail praised staff's work throughout the water outage.

Mayor Stile commended staff for their work regarding the water outage.

Council reached a consensus to move the first meeting in November to November 4th because of Election Day.

**ADJOURNMENT**

Motion by Councilmember Walker to adjourn; Councilmember Bryant seconded the motion. Motion passed with a unanimous voice vote.

There being no further business for discussion, the meeting adjourned at approximately 8:19 p.m.



# Lake-Sumter MPO FY 2025 - 2029 Transportation Improvement Program (TIP)

Funded Projects through 2029

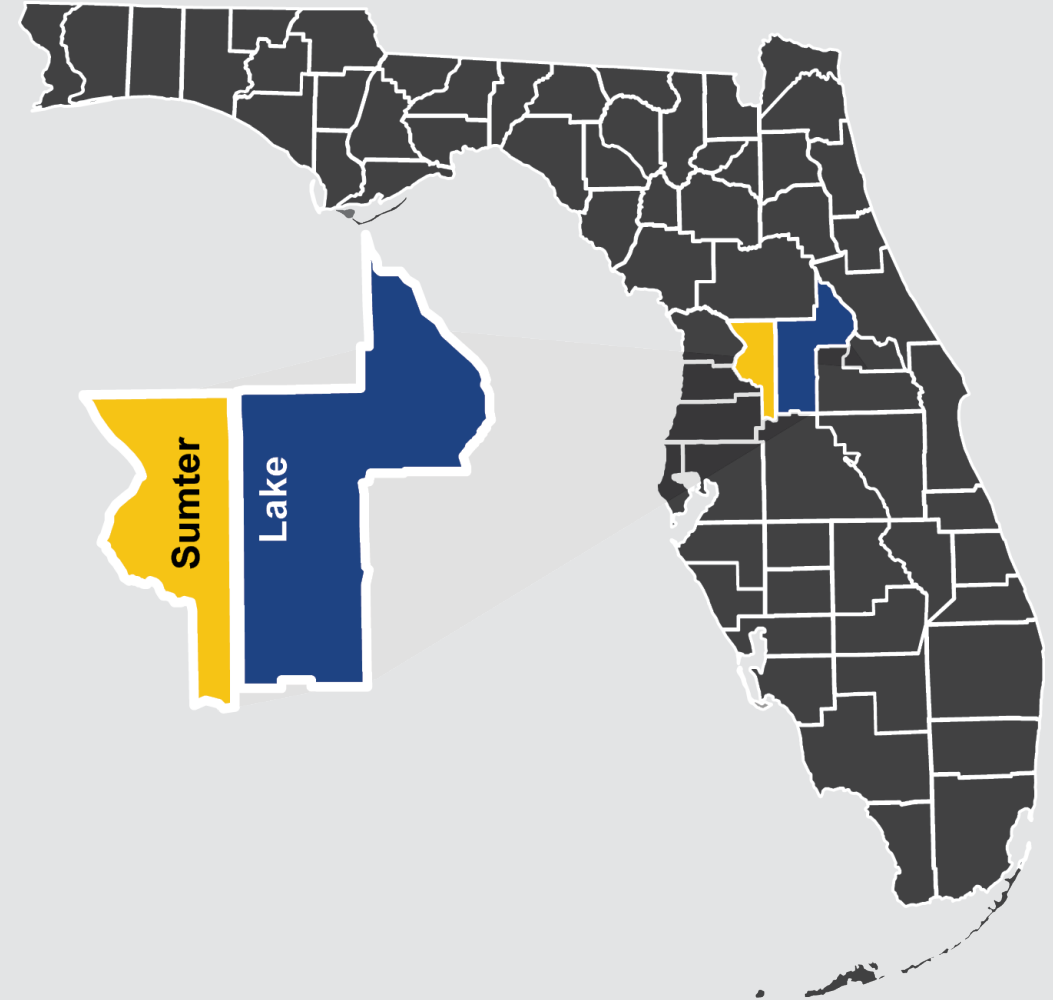


# TIP Overview

**Purpose:** A 5-year financially feasible program of multimodal transportation improvement projects.

## Consistency with Other Plans:

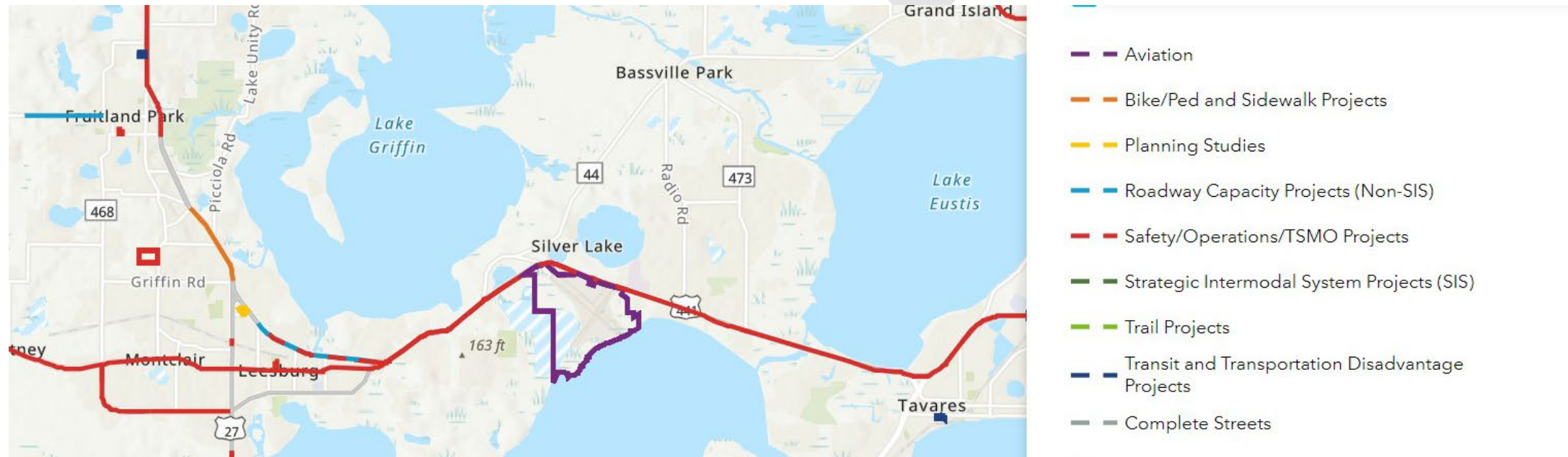
- All projects drawn from the 2045 Long Range Transportation Plan (LRTP)
- Consistent with FDOT's Five-Year Adopted Work Program
- Consistent with Lake County's Transit Development Plan (TDP)



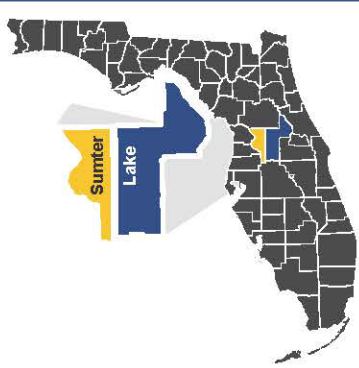
# Web Application

- Easy to Search Projects
- Understand Context of Projects

- Project Categories and Color Relate to TIP Report for Easy Reference







# 5 of the Top 20

LOPP Projects are listed  
in the FY 2025 TIP



TOTAL  
PROJECTS

## Project Categories that made the list Top 20:

- ▶ Strategic Intermodal System Project (SIS)
- ▶ Roadway Capacity Projects (Non-SIS)
- ▶ Safety/Operations/TSMO Projects

| PROJECT CATEGORY                                 | TOTALS*<br>FY 2024 - 2028 | TOTALS*<br>FY 2025 - 2029 |
|--------------------------------------------------|---------------------------|---------------------------|
| Aviation                                         | \$6,673,000               | \$15,675,000              |
| Bike/Ped and Sidewalk Projects                   | \$833,414                 | \$524,752                 |
| Complete Projects                                | \$2,017,154               | -                         |
| Other Projects                                   | \$670,800                 | \$2,400,000               |
| Planning Studies                                 | \$4,349,502               | \$4,342,901               |
| Roadway Capacity Projects (Non-SIS)              | \$238,905,938             | \$230,546,383             |
| Safety/Operations/TSMO Projects                  | \$229,833,361             | \$190,443,229             |
| Strategic Intermodal System Projects (SIS)       | \$788,442,871             | \$1,052,154,100           |
| Trail Projects                                   | \$7,364,745               | \$13,131,754              |
| Transit and Transportation Disadvantage Projects | \$94,444,400              | \$52,816,000              |
| TOTAL                                            | \$1,373,535,185           | \$1,562,034,119           |

\*Totals do not include historical and future funds.  
Numbers for the FY 24, 2024 City Council Regular Session Agenda Packet and not what was originally adopted in June 2023.

|                                                     |             |    | TOTALING<br>(in millions) |
|-----------------------------------------------------|-------------|----|---------------------------|
| SAFETY/<br>OPERATIONS/<br>TSMO<br>PROJECTS          | FY 2024 TIP | 99 | \$230M                    |
|                                                     | FY 2025 TIP | 51 | \$190M                    |
| ROADWAY<br>CAPACITY<br>(NON-SIS)<br>PROJECTS        | FY 2024 TIP | 17 | \$231M                    |
|                                                     | FY 2025 TIP | 8  | \$231M                    |
| STRATEGIC<br>INTERMODAL<br>SYSTEM (SIS)<br>PROJECTS | FY 2024 TIP | 23 | \$788M                    |
|                                                     | FY 2025 TIP | 10 | \$1,052M                  |

# Funding Sources - FY25-29

| Funding Source       | 2025          | 2026          | 2027         | 2028          | 2029          | Total            | FY 24/28 Difference |
|----------------------|---------------|---------------|--------------|---------------|---------------|------------------|---------------------|
| Federal              | \$57,528,133  | \$122,096,500 | \$20,288,481 | \$7,337,675   | \$870,808     | \$ 208,121,597   | ↓ -\$ 15,294,598    |
| Local                | \$17,573,696  | \$10,946,990  | \$11,877,322 | \$4,582,425   | \$2,223,269   | \$ 47,203,702    | ↓ -\$ 29,050,805    |
| R/W and Bridge Bonds | \$24,565,096  | \$19,253,170  | \$-          | \$-           | \$-           | \$ 43,818,266    | ↑ \$ 35,418,266     |
| State 100%           | \$124,704,920 | \$149,011,558 | \$24,731,132 | \$7,329,127   | \$7,522,791   | \$ 313,299,528   | ↓ -\$ 201,718,702   |
| Toll/Turnpike        | \$57,951,928  | \$188,459,503 | \$24,308,770 | \$366,090,842 | \$312,779,983 | \$ 949,591,026   | ↑ \$ 399,144,773    |
| Total                | \$282,323,773 | \$489,767,721 | \$81,205,705 | \$385,340,069 | \$323,396,851 | \$ 1,562,034,119 | ↑ \$ 188,498,934    |

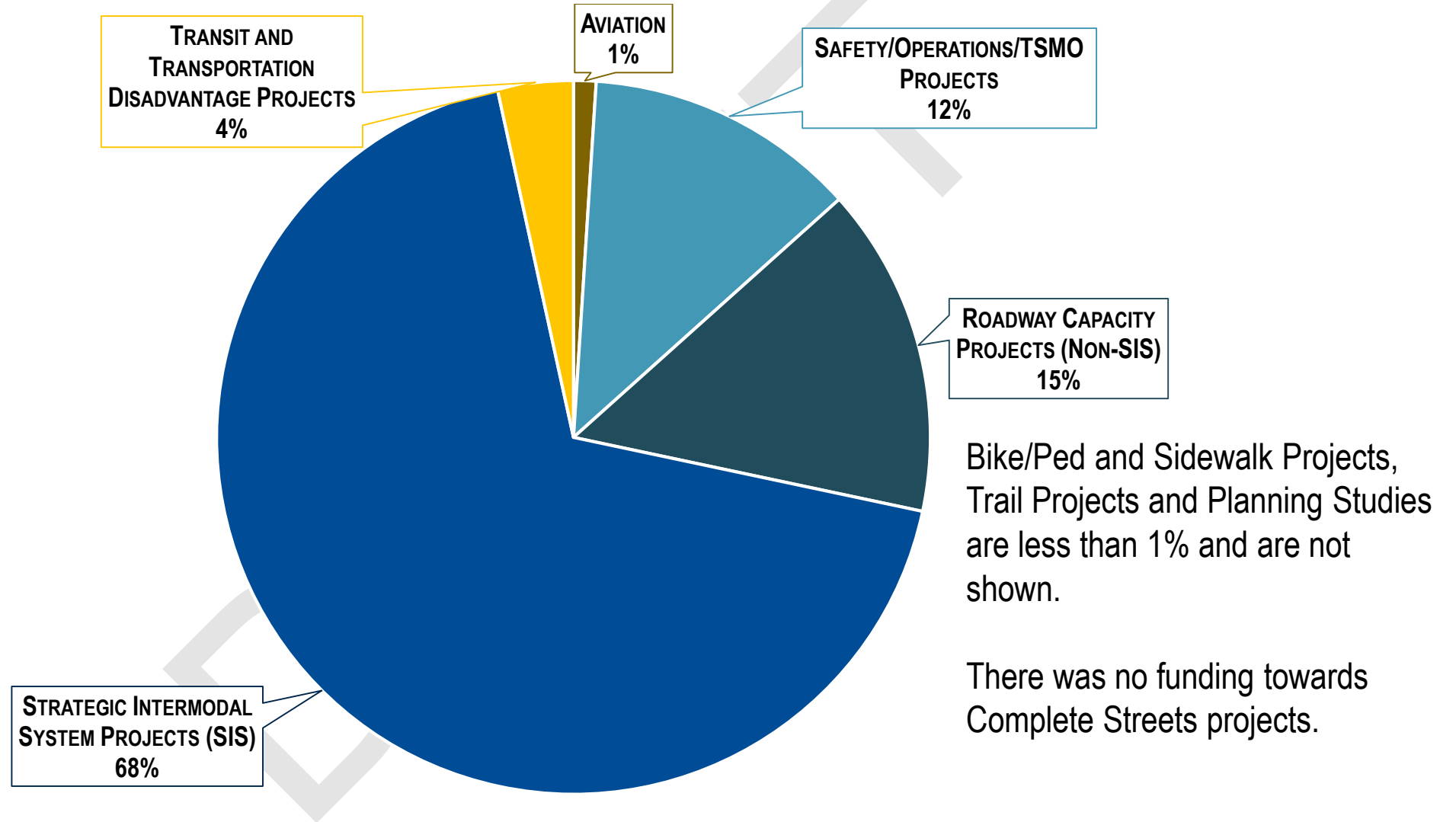


# Project Category Cost FY 2025 - 2029

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| Project Category                                  | 2025                  | 2026                  | 2027                 | 2028                  | 2029                  | FY 24/28 Difference       |
|---------------------------------------------------|-----------------------|-----------------------|----------------------|-----------------------|-----------------------|---------------------------|
| Aviation                                          | \$ 4,050,000          | 1,375,000             | \$ 3,300,000         | \$ 3,200,000          | \$ 3,750,000          | ↑ \$ 15,675,000           |
| Bike/Ped and Sidewalk Projects                    | \$ 35,000             | \$ -                  | \$ 489,752           | \$ -                  | \$ -                  | ↓ \$ 524,752              |
| Complete Streets                                  | \$ -                  | \$ -                  | \$ -                 | \$ -                  | \$ -                  | ↓ \$ -                    |
| Other                                             | \$ 900,000            | \$ 1,500,000          | \$ -                 | \$ -                  | \$ -                  | ↑ \$ 2,400,000            |
| Planning Studies                                  | \$ 859,669            | \$ 870,808            | \$ 870,808           | \$ 870,808            | \$ 870,808            | ↓ \$ 4,342,901            |
| Roadway Capacity Projects (Non-SIS)               | \$ 97,310,654         | \$ 109,825,768        | \$ 21,669,676        | \$ -                  | \$ 1,740,285          | ↓ \$ 230,546,383          |
| Safety/Operations/TSMO Projects                   | \$ 67,204,208         | \$ 100,174,276        | \$ 16,762,395        | \$ 4,104,069          | \$ 2,198,281          | ↓ \$ 190,443,229          |
| Strategic Intermodal Systems Projects (SIS)       | \$ 91,093,125         | \$ 257,763,200        | \$ 24,464,750        | \$ 366,071,942        | \$ 312,761,083        | ↑ \$ 1,052,154,100        |
| Trail Projects                                    | \$ 6,994,087          | \$ 5,430,387          | \$ 707,280           | \$ -                  | \$ -                  | ↑ \$ 13,131,754           |
| Transit and Transportation Disadvantaged Projects | \$ 13,877,030         | \$ 12,828,282         | \$ 12,941,044        | \$ 11,093,250         | \$ 2,076,394          | ↓ \$ 52,816,000           |
| <b>Total</b>                                      | <b>\$ 282,323,773</b> | <b>\$ 489,767,721</b> | <b>\$ 81,205,705</b> | <b>\$ 385,340,069</b> | <b>\$ 323,396,851</b> | ↑ <b>\$ 1,562,034,119</b> |

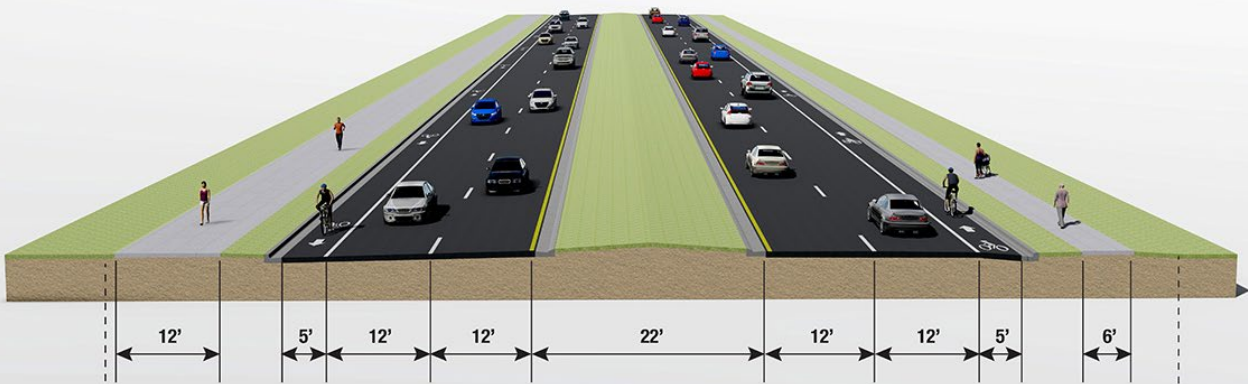
# Project Category Percentages FY 2025-2029



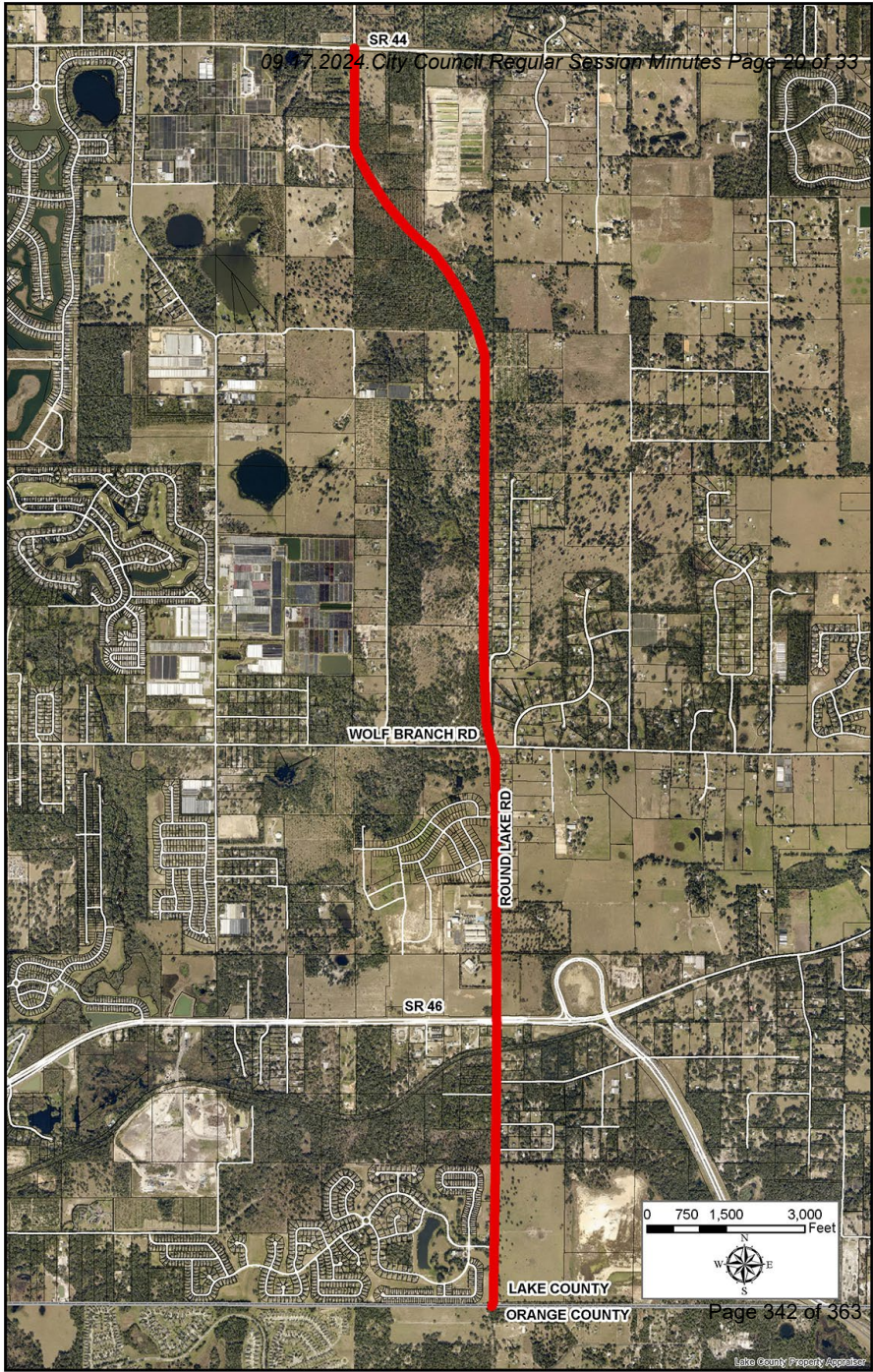


# Round Lake Road 2-4 Lane Project \$9M ROW Phase

## Typical Section



120' Minimum for R/W





ROW PHASE  
FY 2024- \$2.5m

CONSTRUCTION  
NOT FUNDED





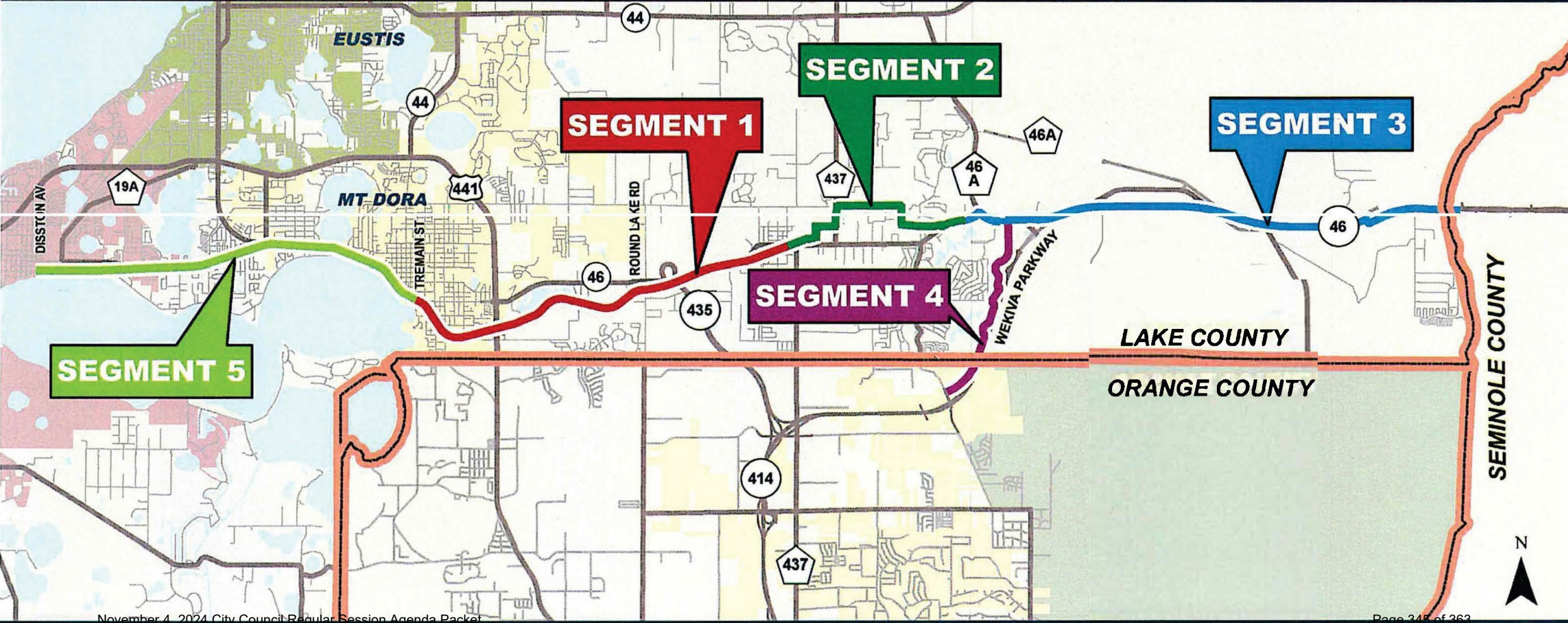






Segment 2 Funded for Construction FY 2025 \$4m

# WEKIVA TRAIL





# Key Projects – Lake County

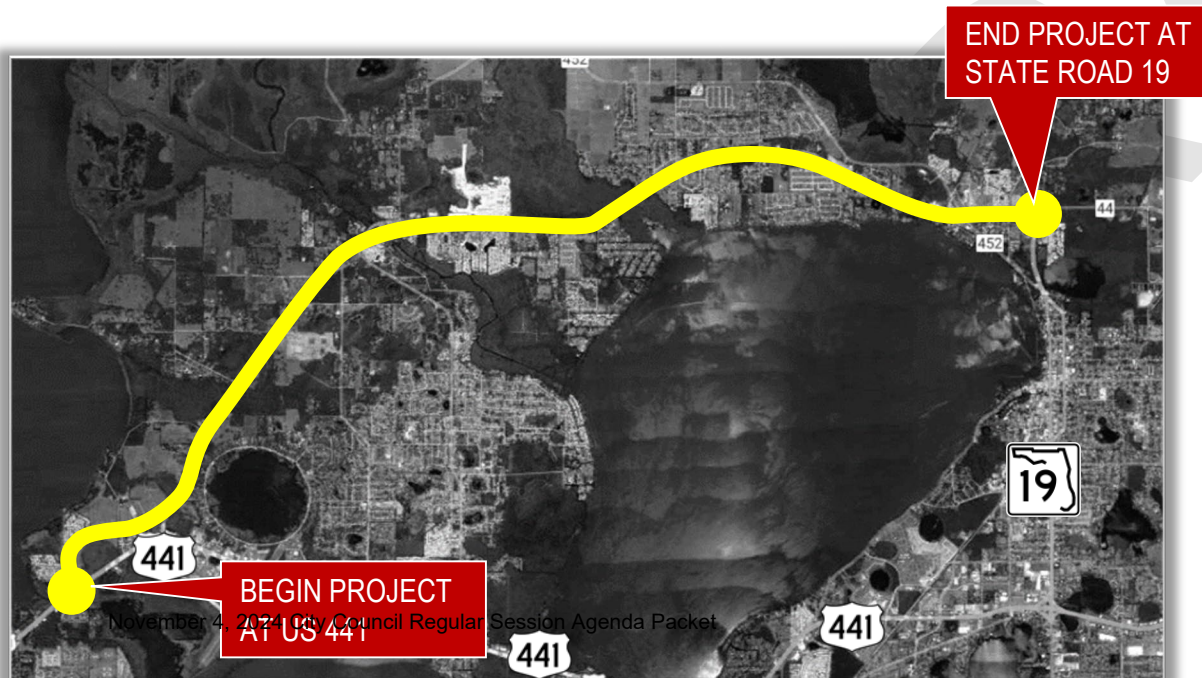
## FM# 453449-1:

C.R. 44, from U.S. 441 to S.R. 19

Add Left Turn Lanes

Design funded in FY 24/25 and Construction funded in FY 26/27

Funding in Tentative Work Program: \$3,298,750



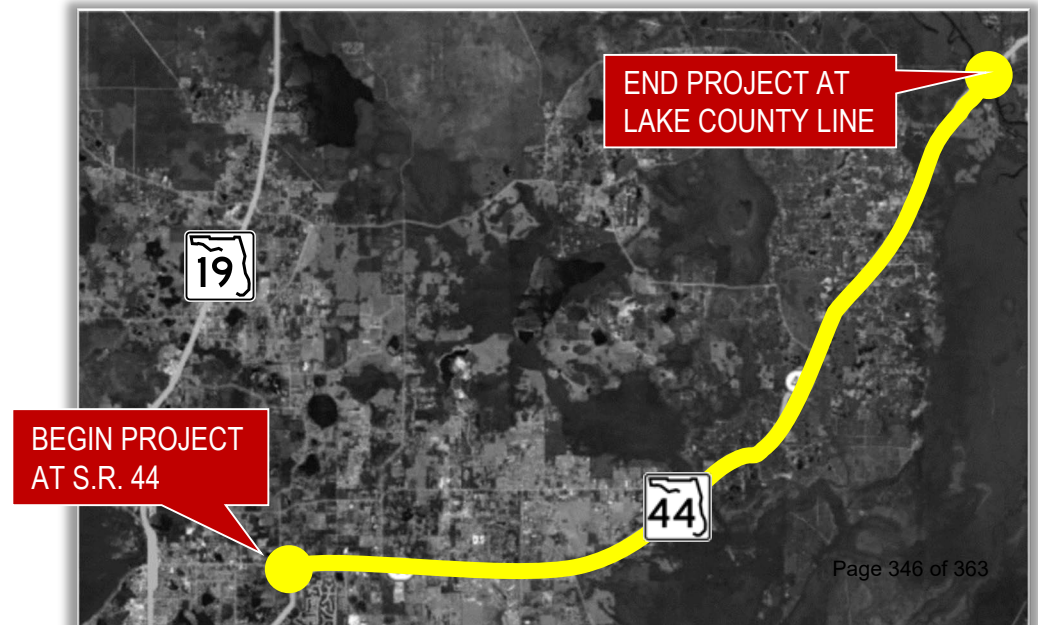
## FM# 453086-1:

S.R. 44, from S.R. 44 in Lake County to Volusia County Line

Intersection Improvements

Design funded in FY 24/25 and Construction funded in FY 26/27

Funding in Tentative Work Program: \$1,588,805



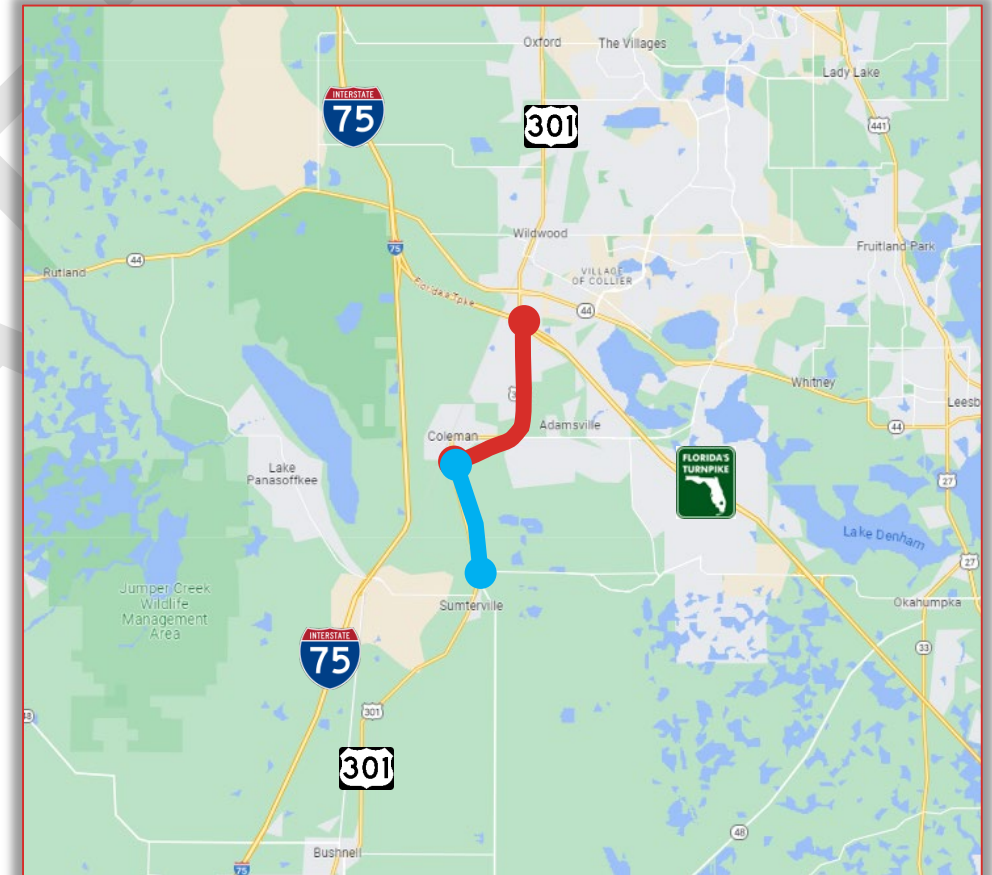


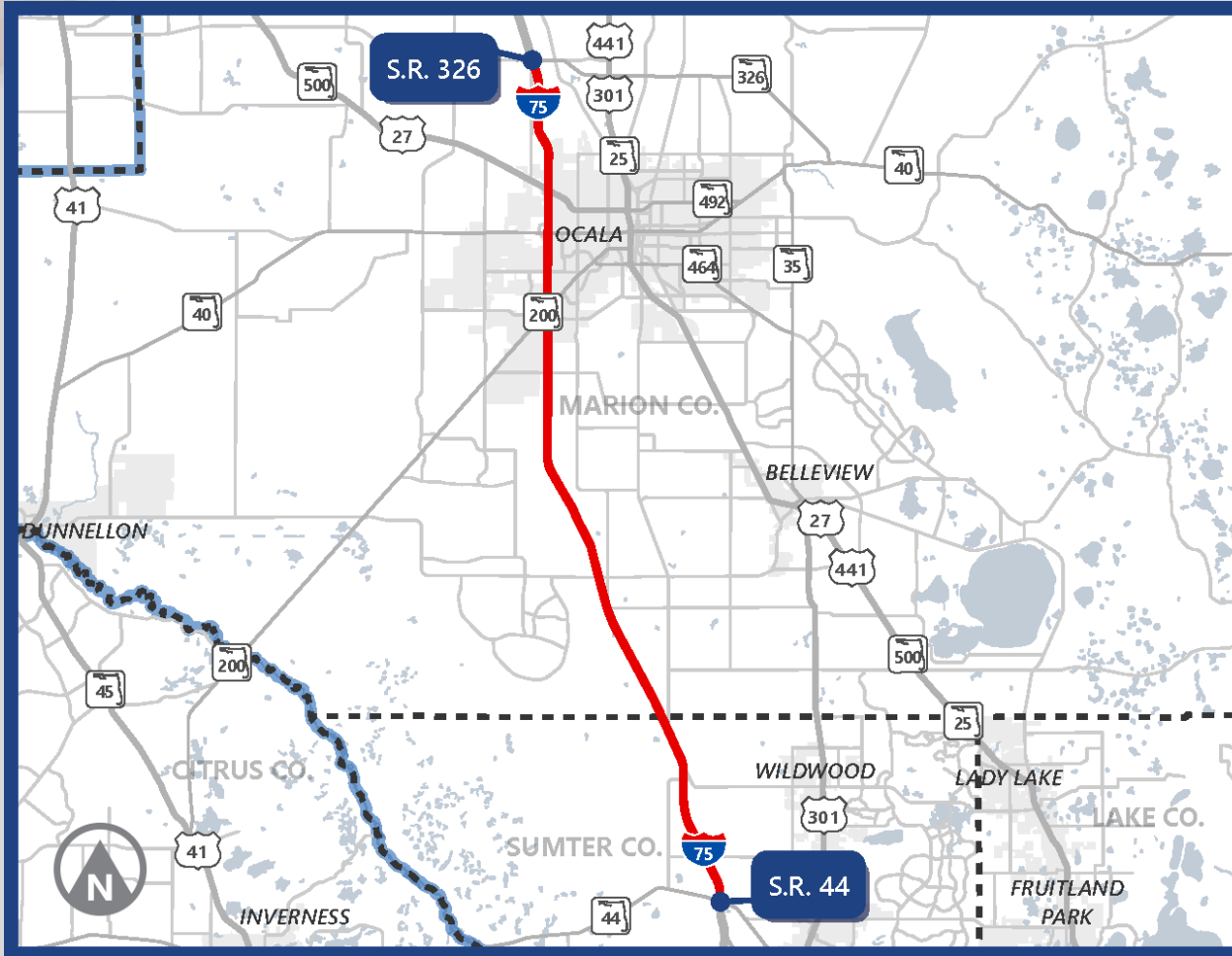
## U.S 301 – Sumter County

Two focus projects:

- **430132-1 – Add Lanes, Realign, and Reconstruct U.S. 301, from C.R. 525E to Florida’s Turnpike**
  - Design-Build contract spring 2024
  - Construction phases to begin 2025
  
- **430132-2 – Add Lanes and Reconstruct U.S. 301, from C.R. 470 to C.R. 525E**
  - Design-Build contract spring 2024
  - Construction phases to begin 2025

**Construction Phase FY 2025 \$226 Million**





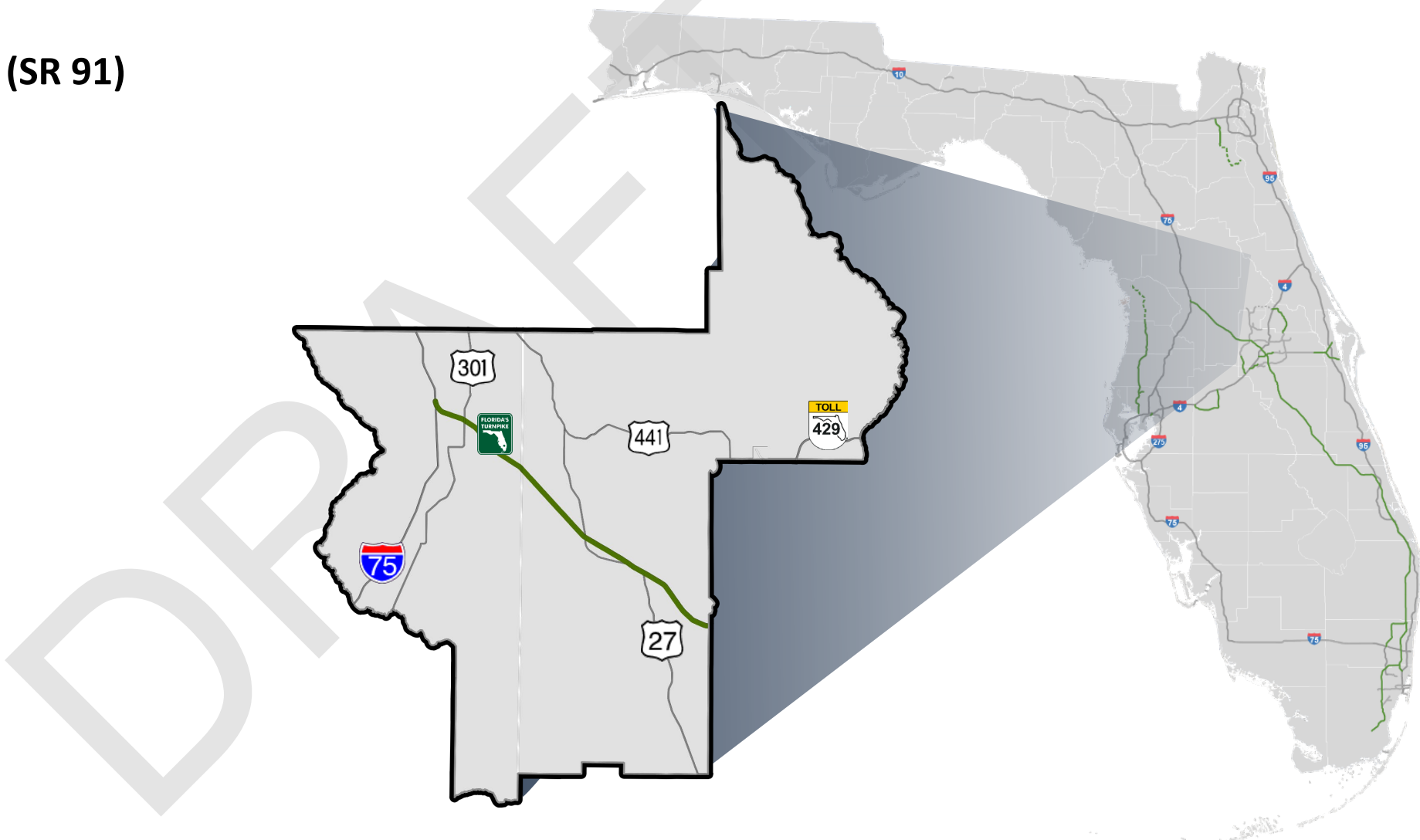
November 4, 2024 City Council Regular Session Agenda Packet

Interstate 75 from State  
Road (S.R.) 44 to S.R. 326  
\$479 million  
Construction Begins in  
2025

# Facilities in Lake-Sumter Region

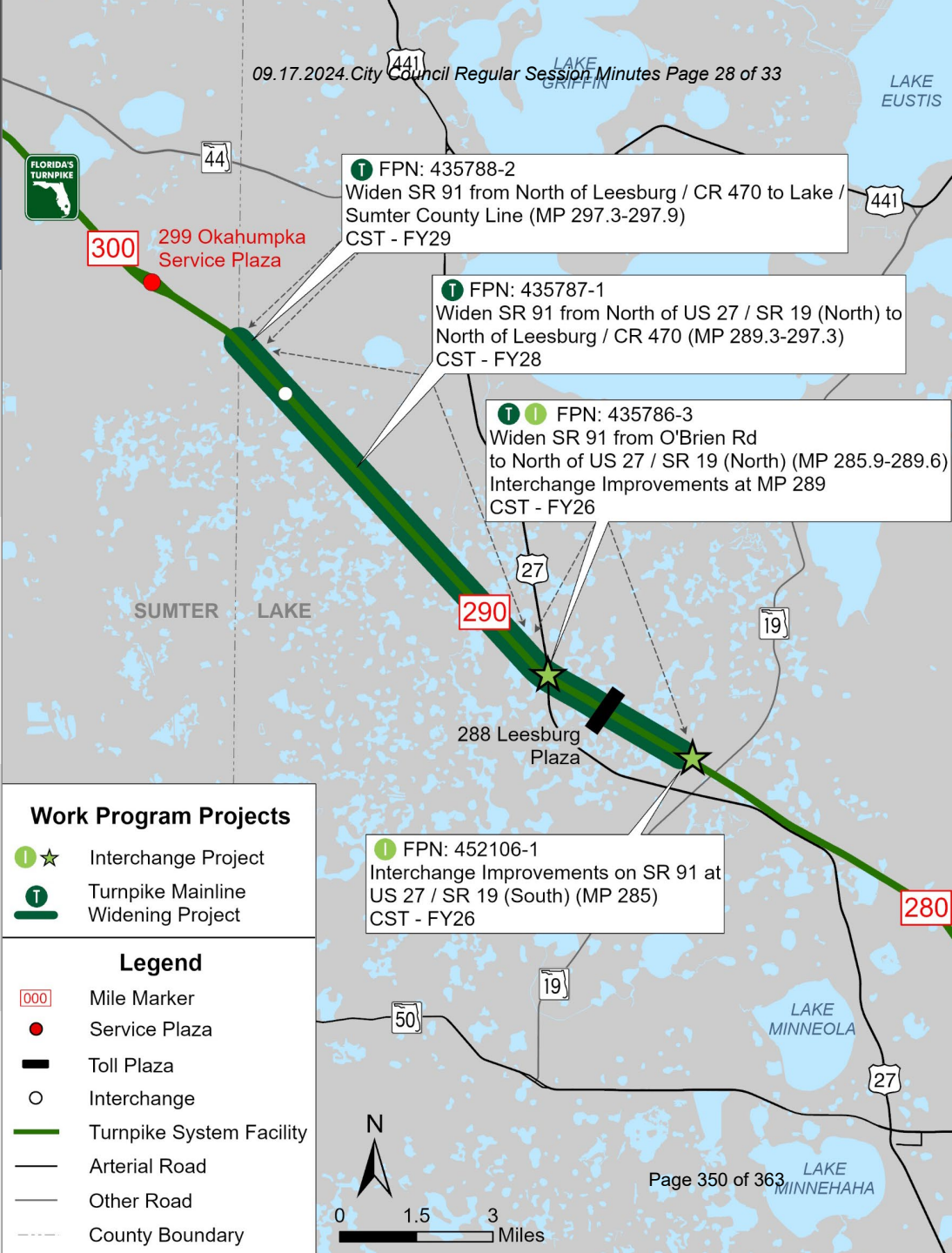


**Turnpike Mainline (SR 91)**  
**35 Miles**



# Lake County

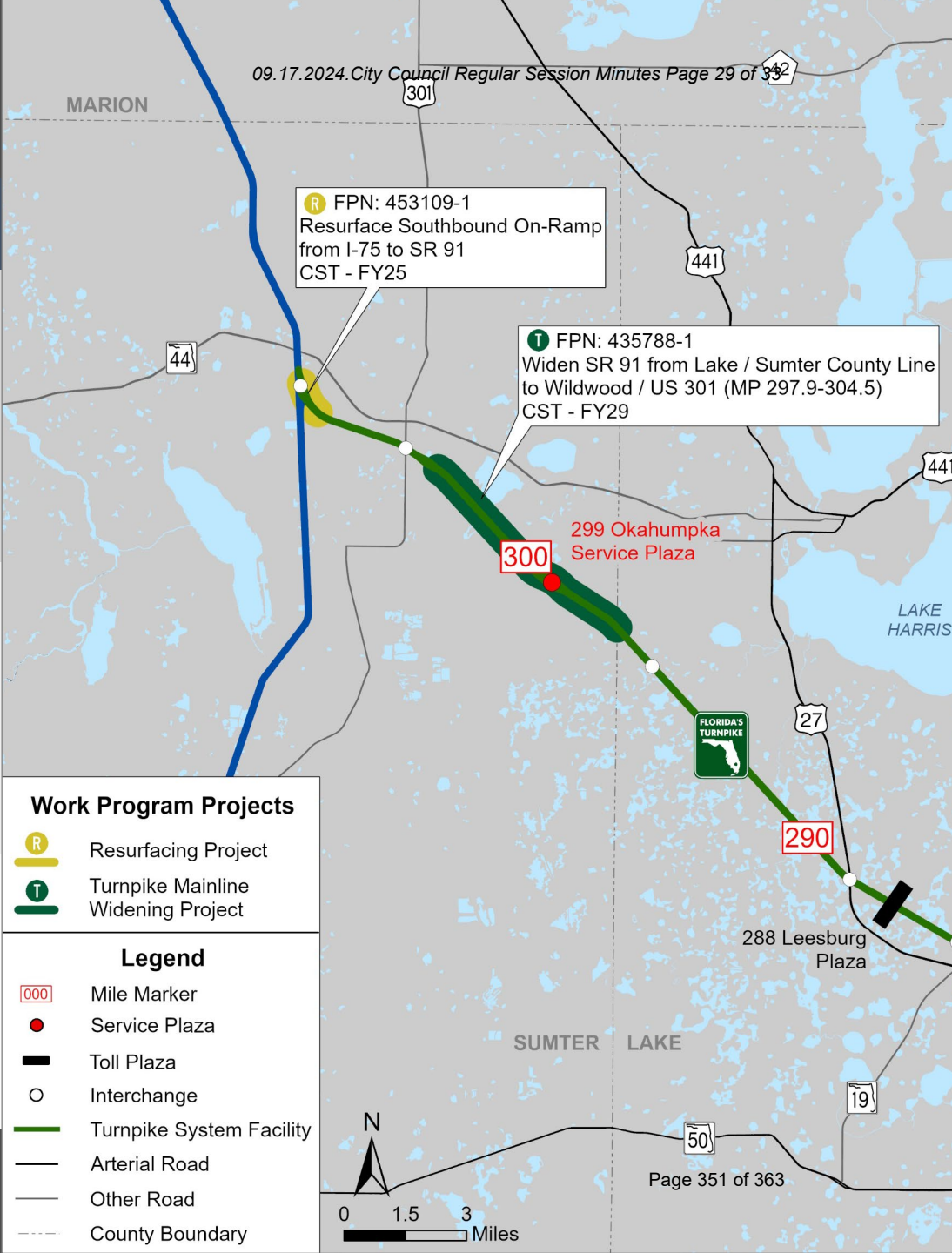
| Description                                                                                                                                                                            | Phase                          | FY                                          | Funds    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|---------------------------------------------|----------|
| Widen from Leesburg / CR 470 to Lake / Sumter County Line (MP 297.3 - MP 297.9)<br>FPN: 435788-2<br><i>Construction funding has been added to the Tentative Five-Year Work Program</i> | ENV<br>PE<br>ROW<br>CST        | 2026<br>2025-26<br>2026-27<br>2029          | \$32.7M  |
| Widen from North of US 27 / SR 19 (North) to North of Leesburg / CR 470 (MP 289.3 - MP 297.3)<br>FPN: 435787-1                                                                         | ENV<br>PE<br>ROW<br>RRU<br>CST | 2028<br>2025, 27<br>2026-27<br>2028<br>2028 | \$377.0M |
| Widen from Obrien Rd to North of US 27 / SR 19 (North) (MP 285.9 - MP 289.6)<br>Interchange Improvements at MP 289<br>FPN: 435786-3                                                    | ROW<br>RRU<br>CST              | 2025-26<br>2025<br>2026, 29                 | \$167.4M |
| Interchange Improvements at US 27 / SR 19 (South) (MP 285)<br>November 4, 2024 City Council Regular Session Agenda Packet<br>FPN: 452106-1                                             | ENV<br>ROW<br>CST              | 2025<br>2025-26<br>2026                     | \$22.4M  |





# Sumter County

| Description                                                                                                                                                                                  | Phase                          | FY                                                 | Funds    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------|----------------------------------------------------|----------|
| Resurface the Southbound On-Ramp from I-75 to the Turnpike Mainline / SR 91 at MP 309<br>FPN: 453109-1<br><i>Construction funding has been added to the Tentative Five-Year Work Program</i> | CST                            | 2025                                               | \$2.7M   |
| Widen from Lake / Sumter County Line to Wildwood / US 301 (MP 297.9 - MP 304.5)<br>FPN: 435788-1<br><i>Construction funding has been added to the Tentative Five-Year Work Program</i>       | ENV<br>PE<br>ROW<br>RRU<br>CST | 2029<br>2025<br>2026-27<br>2025, 29<br>2026-27, 29 | \$300.5M |



# CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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## Expansion Projects

### LEGEND

- Existing CFX System
- Goldenrod Road (CFX Non-System)
- Future CFX System

### FY 25-29 Corridor Studies and Expansion Projects

- PD&E Study Underway
- Design, Right-of-Way and Construction

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May 2024

Southport Connector Expressway

Poinciana Parkway Extension

SR 534 Phases I & II

SR 534 Phase III

Northeast Connector  
Expressway Phase II

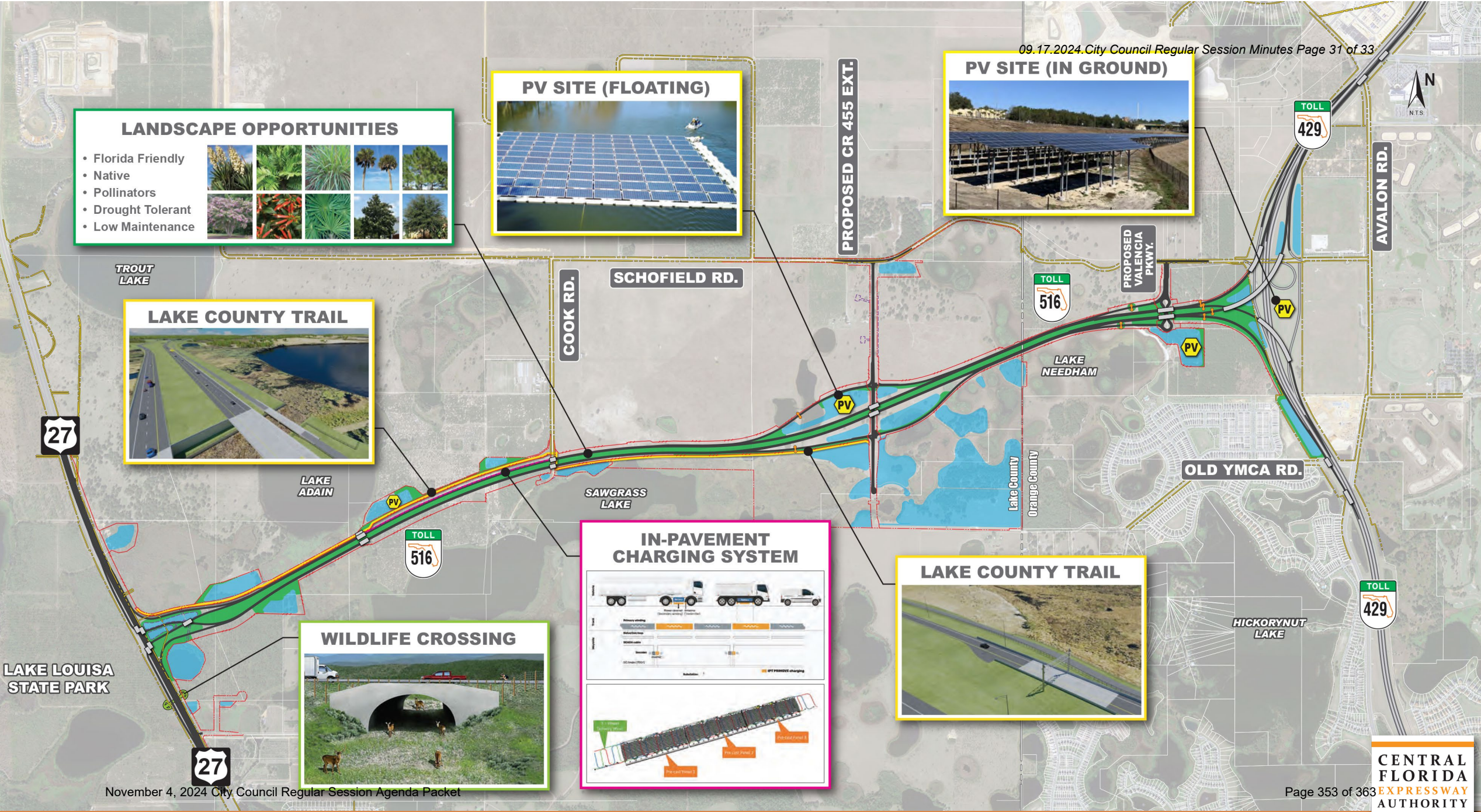
SR 414 Expressway  
Extension

SR 417 - Sanford Airport Connector

Lake-Orange Expressway

November 4, 2024 City Council Regular Session Agenda Packet



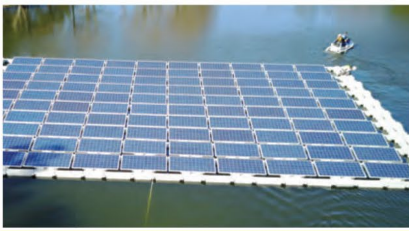


### LANDSCAPE OPPORTUNITIES

- Florida Friendly
- Native
- Pollinators
- Drought Tolerant
- Low Maintenance



### PV SITE (FLOATING)



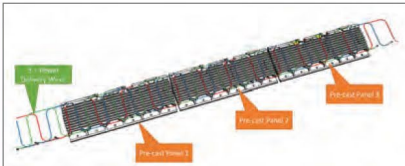
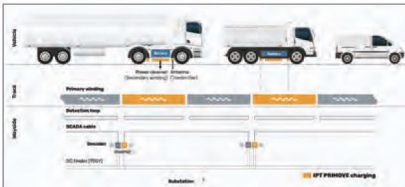
### PV SITE (IN GROUND)



### LAKE COUNTY TRAIL



### IN-PAVEMENT CHARGING SYSTEM



### WILDLIFE CROSSING



### LAKE COUNTY TRAIL





# CFX Current FY 2025-2029 Work Plan

| Project Cost Summary (\$000's)<br>Category | Fiscal Year    |                |                |                |                | Totals           |
|--------------------------------------------|----------------|----------------|----------------|----------------|----------------|------------------|
|                                            | 2025           | 2026           | 2027           | 2028           | 2029           |                  |
| Existing System Improvements               | 157,955        | 59,705         | 39,725         | 117,195        | 251,926        | 626,506          |
| System Expansion Projects                  | 401,301        | 438,127        | 700,132        | 710,591        | 621,209        | 2,871,540        |
| Interchange Projects                       | 8,683          | 96,108         | 117,386        | 60,599         | 774            | 283,550          |
| Facilities Projects                        | 12,204         | 5,029          | 3,708          | 4,234          | 7,956          | 33,131           |
| Transportation Technology Projects         | 14,384         | 24,838         | 2,133          | 3,127          | 5,995          | 50,477           |
| Information Technology Projects            | 16,440         | 15,327         | 2,488          | 2,186          | 2,186          | 38,627           |
| Signing and Pavement Markings              | 9,190          | 11,511         | 2,521          | 7,796          | 10,885         | 41,903           |
| Renewal and Replacement Projects           | 32,936         | 14,718         | 43,349         | 61,730         | 39,458         | 192,191          |
| Landscape & Hardscape Projects             | 1,958          | 9,609          | 10,964         | 744            | 1,684          | 24,959           |
| Non-System Projects                        | 7,057          | 0              | 246            | 3,107          | 0              | 10,410           |
| <b>TOTALS</b>                              | <b>662,108</b> | <b>674,972</b> | <b>922,832</b> | <b>971,309</b> | <b>942,073</b> | <b>4,173,294</b> |

# QUESTIONS



**CITY OF MOUNT DORA, FLORIDA  
CITY COUNCIL REGULAR SESSION  
MEETING MINUTES**

**October 1, 2024, 6:07 p.m.**

**Mount Dora City Hall**

**510 N. Baker St., Mount Dora, FL 32757**

---

**CALL TO ORDER**

Having been duly advertised as required by law, at 6:07 p.m., Mayor Crissy Stile called to order the October 1, 2024 Regular Session of the Mount Dora City Council in the City Hall Council Chamber.

**MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE**

A moment of silence and the Pledge of Allegiance were led by Councilmember Dawson.

**ROLL CALL**

**Members Present**

Crissy Stile, Mayor

Marc Crail, Vice-mayor

John Cataldo, District

Cal Rolfson, District 2

Dennis Dawson, District 3

Nate Walker, District 5

**Also Present**

Vince Sandersfeld, City Manager

Patrick Brackins, City Attorney

Jeanann Hand, City Clerk

**Members Not Present**

Doug Bryant, At-large

**PRESENTATIONS**

**1. Proclamation Recognizing Hispanic Heritage Month**

Mayor Stile read the proclamation into the record. Roland Nunez, President of the Hispanics of Lake County Association, spoke about the organization and commended the City for their support.

**2. Proclamation Recognizing Breast Cancer Awareness Month**

Mayor Stile read the proclamation into the record.

**3. Proclamation Recognizing Fire Prevention Week**

Mayor Stile read the proclamation into the record. Mount Dora Fire Chief Joseph Hightower, accompanied by members of the Fire Department, spoke to those present about Fire Prevention.

**4. Proclamation Cybersecurity Awareness Month**

Mayor Stile read the proclamation into the record.

**5. Presentation by Information Technology (IT) Department**

Internet Technology (IT) Department Director Jason Marlar presented information about the IT Department.

6. Mount Dora Fun Fact  
Mayor Stile spoke about the history of the Farnsworth House.

### **PUBLIC COMMENT**

Mayor Stile opened public comment.

Bill Kieran, 7821 Crosswinds Way, commended City staff on their handling of a recent wastewater issue, mentioning especially City employee Bill Milliken.

Mayor Stile closed public comment.

### **APPROVAL OF AGENDA**

Mr. Sandersfeld told Council that staff would like to move Consent Agenda Item One to a later date.

***MOTION BY COUNCILMEMBER WALKER TO APPROVE THE AGENDA WITH CONSENT ITEM ONE REMOVED; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

### **APPROVAL OF CONSENT AGENDA**

- ~~1. Request Approval of Task Authorization with Ovivo USA Inc. to Furnish and Install a 5-Horsepower Submerged Turbine Mixer at Wastewater Treatment Plant No. 2 (WWTP2)~~  
***\*Removed from agenda***
2. Request Approval of the Agreements for Continuing Professional Consultant Services from RFQ 24-GS-013 for the City, the Downtown CRA, and the Northeast CRA.

***MOTION BY COUNCILMEMBER ROLFSON TO APPROVE THE CONSENT AGENDA WITH THE REMOVAL OF CONSENT AGENDA ITEM ONE; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

### **ACTION ITEMS**

1. Request to Ratify the Rescheduling of the November 5, 2024, City Council Regular Session to November 4, 2024, at 6:00 p.m.

At the September 17, 2024 City Council Regular Session, Council agreed to reschedule the November 5<sup>th</sup> meeting to November 4<sup>th</sup> to allow for Election Day activities. The City Charter requires a motion and majority vote of Council to reschedule a City Council regular meeting, so this item was added to the October 1<sup>st</sup> agenda to provide the opportunity for Council to ratify their decision.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

***MOTION BY COUNCILMEMBER ROLFSON TO RESCHEDULE THE NOVEMBER 5, 2024 CITY COUNCIL REGULAR SESSION TO NOVEMBER 4, 2024 AT 6:00 P.M.; COUNCILMEMBER CATALDO SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.***

**YES**      *Rolfson*  
               *Cataldo*  
               *Dawson*  
               *Walker*  
               *Crail*  
               *Stile*  
**NO**        *None*

**PUBLIC HEARINGS - RESOLUTIONS/ORDINANCES**

1. Request Adoption of **Resolution No. 2024-33**, Approving Fireworks Launch from the 4th Avenue Docks for 2024 Light Up Mount Dora Event

Mr. Brackins read Resolution No. 2024-33 by title only.

**RESOLUTION NO. 2024-33**

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE 2024 LIGHT UP MOUNT DORA EVENT; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING AUTHORIZATION FOR FIREWORKS DISPLAY AND DOCK CLOSURE; PROVIDING FOR AUTHORITY TO THE CITY MANAGER FOR IMPLEMENTING ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Cultural and Special Events Manager Chris Carson spoke about the Light Up Mount Dora event and other upcoming holiday events. Light Up Mount Dora will take place on November 23rd. Mr. Carson spoke about the recent history of the event, including the effects of Covid, and the relocation of certain elements of the event in order to address public safety concerns.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

***MOTION BY COUNCILMEMBER WALKER TO ADOPT RESOLUTION NO. 2024-33, APPROVING THE FIREWORKS LAUNCH FROM THE 4<sup>TH</sup> AVENUE DOCKS FOR THE 2024 LIGHT UP MOUNT DORA EVENT; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.***

**YES**      *Walker*  
               *Rolfson*  
               *Cataldo*  
               *Dawson*  
               *Crail*  
               *Stile*  
**NO**        *None*

2. Request Adoption of **Resolution No. 2024-34**, Approving Fireworks Launch and Dock Closure on December 31, 2024, New Year's Eve Event

Mr. Brackins read Resolution No. 2024-34 by title only.



RESOLUTION NO. 2024-34

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE 2024 NEW YEAR'S EVE BLOCK PARTY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR AUTHORIZATION FOR FIREWORKS DISPLAY AND DOCK CLOSURE; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

Councilmember Dawson clarified that this item approves the launching of the fireworks. The actual contracting of the fireworks display was accounted for in the approved City budget.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

***MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2024-34, APPROVING THE FIREWORKS LAUNCH AND DOCK CLOSURE FOR THE DECEMBER 31<sup>ST</sup> NEW YEAR'S EVE BLOCK PARTY; COUNCILMEMBER DAWSON SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.***

***YES***      ***Rolfson***  
               ***Dawson***  
               ***Cataldo***  
               ***Walker***  
               ***Crail***  
               ***Stile***  
***NO***        ***None***

3. Request Approval of **Resolution No. 2024-36**, Amendment to Purchasing Authority Policy

Mr. Brackins read Resolution No. 2024-36 by title only.

RESOLUTION NO. 2024-36

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO REVISIONS TO THE CITY OF MOUNT DORA'S PURCHASING POLICY MANUAL; INCREASING THE CITY MANAGER'S PURCHASING AUTHORITY; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CONFLICTS; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Mr. Sandersfeld reviewed the discussions that led to this item. Approving this action will streamline procedures and move things more efficiently. Bidding requirements and all other purchasing requirements will continue to be met. Since the current spending level was established, material prices have risen. All purchases must be approved in the budget, and be reviewed by the City's attorneys. Council and staff discussed the advantages of this change.

Mr. Brackins recommended an additional change in the Section 3.2-1 in the City's Purchasing Policy in order to maintain consistency throughout the document.

Council discussed the appropriate amount for the City Manager purchasing threshold.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

***MOTION BY COUNCILMEMBER ROLFSON TO APPROVE RESOLUTION NO. 2024-36 AND AMEND SECTION 3.2-1 TO CHANGE THE THRESHOLD TO \$100,000.00 TO MAINTAIN CONSISTENCY THROUGHOUT THE POLICY; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 6-0 ROLL CALL VOTE.***

|                   |                       |
|-------------------|-----------------------|
| <b><i>YES</i></b> | <b><i>Rolfson</i></b> |
|                   | <b><i>Walker</i></b>  |
|                   | <b><i>Cataldo</i></b> |
|                   | <b><i>Dawson</i></b>  |
|                   | <b><i>Crail</i></b>   |
|                   | <b><i>Stile</i></b>   |
| <b><i>NO</i></b>  | <b><i>None</i></b>    |

#### **CITY MANAGER'S REPORT**

Mr. Sandersfeld told Council about the City sending teams to areas affected by Hurricane Helene.

#### **CITY ATTORNEY'S REPORT**

Mr. Brackins spoke about a current complaint against the city.

#### **COMMUNICATIONS AND REPORTS**

Councilmember Cataldo asked about a dumping site to which residents could take their own debris. Mr. Sandersfeld spoke about how this may be approached.

Councilmember Rolfson praised City staff, chiefs and directors for their preparation and recovery surrounding the storm. He also spoke about fire detectors and the service of the fire department

Councilmember Dennis Dawson commended staff, especially Mr. Langley and his staff, for their responsiveness regarding the storm. He mentioned the Florida League of Cities legislative policy committee meetings this Friday.

Councilmember Walker asked Mr. Brackins if there were a way to streamline the declaration of emergency. Mr. Brackins explained the City's options.

Vice-mayor Crail spoke of the importance of linemen.

Mayor Stile thanked staff and first responders.

Council expressed consensus to allow the City Manager to take time off to make up for the storm interfering with an earlier attempt to do so.

**ADJOURNMENT**

***MOTION BY COUNCILMEMBER WALKER TO ADJOURN; COUNCILMEMBER ROLFSON SECONDED THE MOTION. MOTION PASSED WITH A UNANIMOUS VOICE VOTE.***

There being no further business for discussion, the meeting adjourned at approximately 7:16 p.m.



**CITY OF MOUNT DORA, FLORIDA  
CITY COUNCIL**

**EMERGENCY MEETING MINUTES**

**October 7, 2024, 10:00 a.m.**

**Mount Dora City Hall**

**510 N. Baker St., Mount Dora, FL 32757**

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**CALL TO ORDER**

Having been duly advertised as required by law, at 10:00 a.m., Mayor Crissy Stile called to order the emergency meeting of the Mount Dora City Council in the City Hall Council Chamber.

**ROLL CALL**

**Members Present**

Crissy Stile, Mayor  
Marc Crail, Vice-mayor  
Cal Rolfson, District 2  
Nate Walker, District 5

**Also Present**

Vince Sandersfeld, City Manager  
Jeanann Hand, City Clerk

**Members Not Present**

John Cataldo, District 1  
Dennis Dawson, District 3  
Doug Bryant, At-large

**MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE**

A moment of silence and the Pledge of Allegiance were led by Mayor Stile.

**ACTION ITEM**

1. Request Adoption of **Resolution No. 2024-40**, State of Emergency Related to Tropical Storm Milton

The City Clerk read Resolution No. 2024-40, State of Emergency Related to Tropical Storm Milton, by title only.

**RESOLUTION NO. 2024-40**

A RESOLUTION OF THE CITY OF MOUNT DORA, FLORIDA, PERTAINING TO THE LOCAL STATE OF EMERGENCY STEMMING FROM TROPICAL STORM MILTON; PROVIDING THE MAYOR AND THE CITY MANAGER WITH EMERGENCY POWERS, INCLUDING BUT NOT LIMITED TO, THOSE PURSUANT TO CHAPTER 252, FLORIDA STATUTES, THE CITY CHARTER, AND CODE OF ORDINANCES; PROVIDING FOR LEGISLATIVE FINDINGS AND INTENT; PROVIDING FOR THE DECLARATION OF A LOCAL STATE OF EMERGENCY; PROVIDING FOR THE INAPPLICABILITY OF EMERGENCY EVENT RESPONSE PAY; PROVIDING FOR THE DURATION OF THE LOCAL STATE OF EMERGENCY; PROVIDING FOR THE IMPLEMENTATION OF ADMINISTRATIVE ACTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SCRIVENER'S ERRORS, PROVIDING FOR

CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

Mr. Sandersfeld described the purpose of the resolution, which is a necessary measure the City must take to allow unforeseen spending in response to the storm. He told Council that staff recommends that Council adopt the resolution.

Council and staff discussed the imposition of a curfew.

Mayor Stile opened public comment. No one spoke. Mayor Stile closed public comment.

Purchasing Manager Whitney Donovan spoke to Council about signing the notice to proceed with the City's debris monitoring and collection services agreement.

***MOTION BY COUNCILMEMBER ROLFSON TO ADOPT RESOLUTION NO. 2024-40, STATE OF EMERGENCY RELATED TO HURRICANE MILTON; COUNCILMEMBER WALKER SECONDED THE MOTION. MOTION PASSED WITH A 4-0 ROLL CALL VOTE.***

**YES**    **Rolfson**  
          **Walker**  
          **Crail**  
          **Stile**  
**NO**     **None**

#### **OTHER BUSINESS**

No other business was discussed.

#### **ADJOURNMENT**

Council thanked those who would be working through and after the storm.

Sandbag distribution locations were announced. The City Manager reminded those listening about the communication available on the City's website.

There being no further business for discussion, the meeting adjourned at approximately 10:07 a.m.

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**CRISSY STILE, MAYOR**  
**City of Mount Dora**

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**JEANANN HAND, CITY CLERK**  
**City of Mount Dora**