#### CONTINUING PROFESSIONAL SERVICES AGREEMENT

This Contract is made and entered into as of the date signed by the last party below (the "Effective Date"), by and between DeSoto County, Florida (the "County"), a political subdivision of the State of Florida, located at 201 E. Oak Street, Second Floor, Arcadia, Florida 34266, and **THE WEILER ENGINEERING CORPORATION**, whose principal place of business is 201 West Marion Avenue, Suite 1306, Punta Gorda, Florida 33950, and whose Federal I.D. number is 65-0413376 (the "Consultant").

#### WITNESSETH

**WHEREAS,** the County, through Request for Qualifications No. 25-20-00 (the "RFQ"), pursued the competitive process contemplated under the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, to seek interested firms for the provision of planning, engineering, design, permitting, and construction phase services professional services for projects within the County on a continuing basis (the "Services"); and

**WHEREAS,** Consultant submitted a Response to the RFQ, which is incorporated herein by this reference, was selected pursuant to the RFQ, and represents that Consultant is capable and prepared to provide such Services; and

WHEREAS, Consultant and County negotiated the terms of this Agreement pursuant to the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, for the provision of the Services.

**NOW, THEREFORE,** in consideration of the mutual promises herein, the County and the Consultant agree as follows:

# ARTICLE ONE TERM

- 1.1. This Agreement shall take effect on the date of its execution by the Chairman of Board of County Commissioners.
- 1.2. The term of this Agreement shall commence on the Effective Date and continue for an initial term of **THREE (3)** years, unless otherwise terminated as provided herein.
- 1.3. As set forth in the RFQ, this Agreement is subject to up to **TWO (2)** renewal terms of **ONE (1)** year each. At the conclusion of any term at which a renewal term remains available, such renewal term will automatically take effect unless the County has terminated this Agreement as provided herein.

# ARTICLE TWO CONSULTANT'S RESPONSIBILITY

- 2.1. <u>Scope of Services.</u> Consultant shall provide to County continuing professional consulting services for the duration of the Agreement. The Scope of Services includes, but is not limited to, the following professional planning, engineering, design, permitting, and construction phase services for projects within the county.
- 2.1.1. Transportation projects including: Roadway Design, Traffic Signals, Pedestrian and Bicycle Facilities, and Streetscape Design
- 2.1.2. Stormwater projects including: TMDL / Water Quality Studies, Flood Control Studies, Stormwater Master Planning and Modeling, and associated design and permitting.
- 2.1.3. Utility projects including: Sanitary Sewer Collection System, Lift Station and Force Mains, Water systems and Reclaimed Water Treatment analysis, design, and permitting.
  - 2.1.4. General Site Planning and Design for Facilities
  - 2.1.5. Parks and Recreational Facilities Master Planning and Design
  - 2.1.6. GIS Support Services
  - 2.1.7. Other Professional Services as Needed
  - 2.1.8. Land Development Plan Review Support Services
  - 2.1.9. Planning and Zoning Committee Support Services
  - 2.1.10. Grant Application Support
  - 2.1.11. Construction phase services for types of projects.
- 2.1.12. Prepare or support the preparation of grant applications to include Opinions of Probable Cost and Concept Plans.
- 2.1.13. Meeting with elected officials and county staff to consult on issues and projects requiring professional engineering, architectural, planning, landscape architectural, surveying and mapping, or subsurface utility engineering analysis or evaluation.
- 2.1.14. Advising elected officials and county staff on matters as may materially affect the County's infrastructure and public assets.
- 2.1.15. meetings with outside agencies, elected officials, and county staff to consult on issues and projects requiring professional engineering, architectural, planning, landscape architectural, surveying, mapping, wastewater funding or subsurface utility engineering analysis or evaluation;
- 2.1.16. any and all other necessary, requested, required or appropriate professional services as directed by the County Commissioners through the County Coordinator.
- 2.2. The Services required under this Agreement to be performed by Consultant shall be those set forth in Section 2.1, Scope of Services, and as issued periodically as Scopes of Work within a Supplemental Agreement (SA). The basis of compensation to be paid Consultant by the County for Services is set forth in Article Five and Basis of Compensation, and will be attached to each SA. The County's Representative will make

requests for services to Consultant as may be warranted, including but not limited to updates of plans, designs of improvements, field and construction services, acquisition analysis, and permitting activities as may be reasonably contemplated hereunder.

- 2.2.1. Consultant shall perform services as may be specifically designated and authorized by the County, in writing. Such services will be outlined in the Scope of Work of a SA, and the provisions of this Agreement will apply to the SA with full force and effect as if appearing in full within each SA. Each SA will set forth a specific Scope of Work, maximum limit of compensation, schedule, liquidated damages, and completion date, and shall become effective upon execution after approval by the Board.
- 2.2.2. The Consultant is not authorized to provide services or materials to the County or undertake any project or work provided for in any SA prior to the County having first issued a Notice to Proceed for that particular SA. Consultant recognizes that the County may employ several different Consultants to perform the work described and that the Consultant has not been employed as the exclusive agent to perform any such services.
- 2.2.3. When the Consultant and the County enter into a SA where the term of the SA expires on a date that is later than the date that this Agreement expires, the Consultant and the County agree that the terms of this Agreement and any amendments, exhibits, or provisions thereof are automatically extended until the expiration or full completion of the requirements of the SA have been performed. Cancellation by the County of any remaining work prior to the full completion of the requirements of the SA shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the SA extends beyond the expiration of this Agreement. It does not apply when a SA expires or is cancelled prior to the expiration of this Agreement.
- 2.3. The Consultant agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of 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 Consultant pursuant to this Agreement.
- 2.4. The Consultant agrees that, when the services to be provided hereunder 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 to provide such services.
- 2.5. Consultant agrees that the Project Manager for the term of this Agreement shall be:

Michael J. Giardullo, P.E. 201 West Marion Avenue, Suite 1306 Punta Gorda, Florida 33950

Phone: 941-505-1700

Email: mgiardullo@weilerengineering.org

The Consultant agrees that the Project Manager shall devote whatever time is required to satisfactorily manage the services to be provided and performed by the Consultant hereunder. The person selected by the Consultant to serve as the Project Manager shall be subject to the prior approval and acceptance of the County, such approval or acceptance shall not be unreasonably withheld.

- 2.6. Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the County, to promptly remove and replace from the project team the Project Manager, or any other personnel employed or retained by the Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by the Consultant to provide and perform services or work pursuant to the requirements of this Agreement, whom the County shall request in writing to be removed, which request may be made by the County with or without cause.
- 2.7. The Consultant has represented to the County that it has expertise in the type of professional services that will be required for the Project. The Consultant agrees that all services to be provided by Consultant pursuant to this Agreement shall be subject to the County's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by Consultant hereunder. In the event of any conflicts in these requirements, the Consultant shall notify the County of such conflict and utilize its best professional judgment to advise County regarding resolution of the conflict.
- 2.8. Consultant agrees not to divulge, furnish or make available to any third person, firm or organization, without County's prior written consent, or unless incident to the proper performance of the Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant hereunder, and Consultant shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this article.
- 2.9. Evaluations of the County's adopted capital improvement budget, preliminary estimates of construction cost, and detailed estimates of construction cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry. The Consultant cannot and does not guarantee that bids or negotiated prices will not vary from any estimate of construction cost or evaluation prepared or agreed to by the Consultant. Notwithstanding anything above to the contrary, Consultant shall revise and modify Construction Documents and assist in the rebidding of the work at no additional cost to County, if all responsive and responsible bids exceed the estimates of construction costs prepared by Consultant.
- 2.10 Consultant acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the

expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

# ARTICLE THREE COUNTY'S RESPONSIBILITIES

- 3.1. The County shall designate in writing a representative to act as County's representative with respect to the services to be rendered under this Agreement (hereinafter referred to as the "County's Representative"). The County's Representative shall have County transmit instructions, receive information, interpret, and define County's policies and decisions with respect to Consultant's services for the Project. However, the County's Representative is not authorized to issue any verbal or written orders or instructions to the Consultant that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:
- 3.1.1. The Scope of Services to be provided and performed by the Consultant hereunder;
- 3.1.2. The time the Consultant is obligated to commence and complete all such services; or
- 3.1.3. The amount of compensation the County is obligated or committed to pay the Consultant.
- 3.2. The County's Representative shall:
- 3.2.1. Review and make appropriate recommendations on all requests submitted by the Consultant for payment for services and work provided and performed in accordance with this Agreement;
- 3.2.2. Provide all criteria and information requested by Consultant as to County's requirements, for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations;
- 3.2.3. Upon request from Consultant, assist Consultant by placing at Consultant's disposal all available information in the County's possession pertinent to the Project, including existing drawings, specifications, shop drawings, product literature, previous reports and any other data relative to design or construction of the Project;

- 3.2.4. Arrange for access to and make all provisions for Consultant to enter the Project site to perform the services to be provided by Consultant under this Agreement; and
- 3.2.5. Provide notice to Consultant of any deficiencies or defects discovered by the County with respect to the services to be rendered by Consultant hereunder.
- 3.3. Consultant acknowledges that access to the Project Site, to be arranged by County for Consultant, may be provided during times that are not the normal business hours of the Consultant.
- 3.4. County shall be responsible for the acquisition of all easements, property sites, rights-of-way, or other property rights required for the Project and for the costs thereof, including the costs of any required land surveys in connection with such acquisition.
- 3.5. For the purposes of this Agreement, the County's Representative shall be:

County Administrator or Designee

**DeSoto County** 

201 E. Oak Street, Second Floor

Arcadia, Florida 34266 Phone: 863-993-4800

Fax: 863-993-4809

Email: m.hines@desotobocc.com

With Copy To:

DeSoto County Attorney Nabors, Giblin & Nickerson, P.A.

8201 Peters Road. Suite 1000

Plantation, Florida 33324

Phone: (954) 315-0268

Fax: N/A

Email: vvicente@ngnlaw.com

# ARTICLE FOUR TIME

- 4.1. Services to be rendered by Consultant shall be commenced subsequent to the execution of any SA issued pursuant to this Agreement, after receiving written Notice to Proceed from County for all or any designated portion of the SA and shall be performed and completed in accordance with the Project Schedule attached to the SA for the Project.
- 4.2. Should Consultant be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of Consultant, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the County, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then Consultant shall notify County in writing within five (5) working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Consultant may have had to request a time extension.
- 4.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of Consultant's services from any cause whatsoever, including those for which County may be responsible in whole or in part, shall relieve

Consultant of its duty to perform or give rise to any right to damages or additional compensation from County. Consultant's sole remedy against County will be the right to seek an extension of time to its schedule. For delays caused by the County, Consultant may receive a schedule adjustment. This article shall expressly apply to claims for early completion, as well as claims based on late completion. Provided, however, if through no fault or neglect of the Consultant, the services to be provided hereunder have not been completed within the schedule identified in the SA, the Consultant's compensation shall be equitably adjusted, with respect to those services that have not yet been performed, to reflect the incremental increase in costs experienced by Consultant.

4.4. Should the Consultant fail to commence, provide, perform, or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the County hereunder, the County at its sole discretion and option may withhold any and all payments due and owing to the Consultant until such time as the Consultant resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the County's satisfaction that the Consultant's performance is or will shortly be back on schedule.

#### ARTICLE FIVE COMPENSATION

- 5.1. <u>Basis of Compensation.</u> Compensation and the manner of payment of such compensation by the County for services rendered hereunder by Consultant shall be as prescribed in this "Basis of Compensation," which is attached hereto and made a part hereof.
- 5.1.1. As consideration for providing Services set forth herein Article Two of the Agreement for Professional Consulting Services, the County agrees to pay, and Consultant agrees to accept, fees as indicated on next page:



#### Fee Schedule for Solicitation No. 25-20-00RFQ

Title		Rate
Principal in Charge	\$	165.00
Registered Professional Engineer (P.E.)	\$	140.00
Environmental Scientist	\$	135.00
Project Manager	\$	135.00
Registered Engineering Intern (E.I)	\$	125.00
Structural Inspector	\$	125.00
Senior Engineering Designer	\$	115.00
Engineering Designer	\$	105.00
Construction Inspector	\$	85.00
Clerical	\$	45.00
Reimbursable Expenses		
Sheets (24 x 36)	\$2.30 / each	
Copies (11 x 17)	\$0.30 / each	
Copies (8 1/2 x 14)	\$0.20 / each	
Copies (8 1/2 x 11)	\$0.15 / each	
Travel	Cost	
Overnight Mail	Cost	
Other Reimbursable Expenses	Cost	

- 5.1.2. Reimbursable costs shall mean the actual expenditures made by the Consultant while providing Services, in the interest of the Project, and may include the following items:
  - a. Expenses for preparation, reproduction, photographic production techniques, postage and handling of drawings, specifications, bidding documents and similar Project-related items.
  - b. When authorized in advance by County, except as specifically otherwise provided herein, the expense of overtime work requiring higher than regular rates.
  - c. Expenses for renderings, models and mock-ups requested by County.
- 5.1.3. Unless approved by the County in advance, reimbursable costs shall not include the following:
  - a. Transportation and subsistence, including transportation and subsistence expenses incidental to out-of-town travel required by Consultant and directed by County, other than visits to the Project Site or County's office.
  - b. Consultant overhead including field office facilities.
  - c. Overtime not authorized by County.
  - d. Expenses for copies, reproductions, postage, handling, express delivery, and long distance communications not required for a Project.
- 5.1.4. Payments will be made for services rendered on no more than on a monthly basis, within thirty (30) days of submittal of an approvable invoice. The number of the SA pursuant to which the services have been provided shall appear on all invoices. All invoices shall be reasonably substantiated, identify the services rendered and must be submitted in triplicate in a form and manner required by County.
- 5.2. The total amount to be paid by the County under this Agreement for all services and materials, including "out of pocket" expenses and any approved subcontracts, shall not exceed the amount set forth in the approved SA without prior approval of the County. The Consultant shall notify the County's Representative in writing when 90% of the "not to exceed amount" has been reached.
- 5.3. Invoices received by the County from the Consultant pursuant to this Agreement will be reviewed and approved in writing by the County's Representative, who shall confirm whether services have been rendered in conformity with the Agreement, and then send for processing payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within thirty (30) days following the County Representative's approval, who shall process all payments in accordance with the Florida Prompt Payment Act or advise Consultant in

writing of reasons for not processing same. In addition to detailed invoices, upon request of the County's Representative, Consultant will provide County with detailed periodic Status Reports on the project.

- 5.4. "Out-of-pocket" expenses shall be reimbursed in accordance with Florida law and the applicable SA. All requests for payment of "out-of-pocket" expenses eligible for reimbursement under the terms of this Agreement shall include copies of paid receipts, invoices, or other documentation acceptable to the County's Representative. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Services described in this Agreement.
- 5.5. In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the County for each SA. This final invoice shall also certify that all services provided by Consultant have been performed in accordance with the applicable SA and all charges and costs have been invoiced to the County. Because this account will thereupon be closed, any and other further charges not included on this final invoice are waived by the Consultant. Acceptance of final payment by Consultant shall constitute a waiver of all claims and liens against County for additional payment.

# ARTICLE SIX WAIVER OF CLAIMS

6.1. Consultant's acceptance of final payment shall constitute a full waiver of any and all claims related to the obligation of payment by it against County arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by Consultant as unsettled at the time of the final payment. Neither the acceptance of Consultant's services nor payment by County shall be deemed to be a waiver of any of County's rights against Consultant.

# ARTICLE SEVEN TRUTH IN NEGOTIATION REPRESENTATIONS

- 7.1. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.
- 7.2. In accordance with provisions of Section 287.055(5)(a), Florida Statutes, the signature of this Agreement by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement and no higher than those charged the Consultant's most favored customer for the same or substantially similar service.

Should the County determine that said rates and costs were significantly increased due to incomplete, noncurrent, or inaccurate representation, then said rates and compensation provided for in this Agreement shall be adjusted accordingly.

# ARTICLE EIGHT TERMINATION OR SUSPENSION

- 8.1. Consultant shall be considered in material default of this Agreement and such default will be considered cause for County to terminate this Agreement, in whole or in part, as further set forth in this article, for any of the following reasons: (a) failure to begin work under the Agreement within a reasonable time after issuance of the Notice(s) to Proceed of a SA, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by County pursuant to this Agreement, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The County may so terminate this Agreement, in whole or in part, by giving the Consultant ten (10) calendar days' written notice.
- 8.2. If, after notice of termination of this Agreement as provided for in article 8.1 above, it is determined for any reason that Consultant was not, in default, or that its default was excusable, or that County otherwise was not entitled to the remedy against Consultant provided for in article 8.1, then the notice of termination given pursuant to article 8.1 shall be deemed to be the notice of termination provided for in article 8.3 below and Consultant's remedies against County shall be the same as and limited to those afforded Consultant under article 8.3 below.
- 8.3. County shall have the right to terminate this Agreement, in whole or in part, without cause upon written notice to Consultant. In the event of such termination for convenience, Consultant's recovery against County shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against County, including, but not limited to, anticipated fees or profits on work not required to be performed.
- 8.4. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.
- 8.5. The County shall have the power to suspend all or any portions of the services to be provided by Consultant hereunder upon giving Consultant two (2) calendar days prior written notice of such suspension. If all or any portion of the services to be rendered hereunder are so suspended, the Consultant's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in Article Four herein.

#### ARTICLE NINE PERSONNEL

- 9.1. The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Consultant, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an Independent Consultant and not as employees or agents of the County.
- 9.2. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County, nor shall such personnel be entitled to any benefits of the County including, but not limited to, pension, health, and workers' compensation benefits.
- 9.3. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, or permitted under state and local law to perform such services.
- 9.4. Consultant shall notify County in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. Consultant at County's request shall remove without consequence to the County any subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: Michael Giardullo

- 9.5. The Consultant warrants that all services shall be performed by skilled and competent personnel to professional standards applicable to firms of similar local and national reputation.
- 9.10. The Consultant warrants that it fully complies with all Federal Executive Orders, statutes and regulations regarding the employment of undocumented workers and others and that all employees performing work under this Agreement meet the citizenship or immigration status requirements set forth in Federal Executive Orders, statutes and regulations, as further set forth in Article Seventeen below. Consultant shall indemnify, defend and hold harmless the County, its officers and employees from and against any sanctions and any other liability which may be assessed against the Consultant in connection with any alleged violation of any Federal statutes or regulations pertaining to

the eligibility for employment of any persons performing work hereunder.

9.11. The employees and agents of each party, shall while on the premises of the other party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

### ARTICLE TEN SUBCONTRACTING

- 10.1. Consultant shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subconsultant or to reject the selection of a particular subcontractor and to inspect all facilities of any subconsultants in order to make a determination as to the capability of the subconsultant to perform properly under this Agreement. The County's acceptance of a subconsultant shall not be unreasonably withheld. Where permitted, the Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.
- 10.2. Subconsultants included in Consultant's Response to the RFQ shall be considered approved by the County's Representative by execution of this Agreement.

# ARTICLE ELEVEN FEDERAL AND STATE TAX

- 11.1. The County is exempt from payment of Florida state sales and use taxes. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Consultant authorized to use the County's tax exemption number in securing such materials.
- 11.2. The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

# ARTICLE TWELVE OWNERSHIP OF DOCUMENTS

- 12.1. Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports, computer assisted design or drafting disks and other technical data, other than working papers, prepared, or developed by Consultant under this Agreement shall be delivered to and become the property of County. Consultant, at its own expense, may retain copies for its files and internal use.
- 12.2. The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes, pertaining to public records. Consultant assumes no liability for the use of such documents by the County or others for purposes not intended under this Agreement.

# ARTICLE THIRTEEN MAINTENANCE OF RECORDS & PUBLIC RECORDS

- 13.1. Consultant will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by Consultant for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.
- 13.2. Consultant must comply with the public records laws, Florida Statute chapter 119, specifically Consultant must:
- 13.2.1. Keep and maintain public records required by the County to perform the service.
- 13.2.2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
- 13.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- 13.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-993-4800, S.ALTMAN@DESOTOBOCC.COM, 201 E. OAK STREET, ARCADIA, FLORIDA 34266.
- 13.3 The County reserves the right to unilaterally cancel this Agreement for refusal by

the Consultant or any consultant, subconsultant, contractor, subcontractor, or materials vendor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

#### ARTICLE FOURTEEN INSURANCE

- 14.1. During the life of the Agreement the Consultant shall provide, pay for, and maintain, with companies satisfactory to the County, the types of insurance as set forth in the RFQ.
- 14.2 Consultant shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the County with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the County to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, nonrenewal, modification, or expiration of such coverage without thirty (30) days prior written notice to the County. The County shall be named as an additional insured on all Consultant policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of DeSoto County. All such policies shall be endorsed to provide defense coverage obligations. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII. The Consultant's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the County. If there is any failure by the Consultant to comply with the provisions of this section, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance. County may, at its sole discretion, purchase such insurance at Consultant's expense provided that the County shall have no obligation to do so and if the County shall do so, it shall not relieve Consultant of its obligation to obtain insurance. The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages. All Consultant's sub-contractors shall be required to include County and Consultant as additional insured on their General Liability Insurance policies. In the event that subcontractors used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the County for any claim in excess of the subcontractors' insurance The Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the County.
- 14.3 <u>Comprehensive Automobile Liability Insurance.</u> In the event Consultant travels in furtherance of the performance of the services required in this Agreement, Consultant shall obtain comprehensive automobile liability insurance with \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any

one occurrence, including all owned, hired, and non-owned vehicles, as appropriate.

- 14.4 <u>Commercial General Liability.</u> \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence.
- 14.5 <u>Umbrella (Excess) Liability Insurance.</u> Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.
- 14.6 <u>Professional Liability Insurance.</u> \$1,000,000.00 for design errors and omissions, exclusive of defense costs. Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.
- 14.7 <u>Performance, Payment, and Other Bonds.</u> Consultant shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the Consultant Service Agreement for the project.
- 14.8 <u>Workers' Compensation.</u> The Consultant shall provide, pay for, and maintain workers' compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

# ARTICLE FIFTEEN INDEMNIFICATION

- 15.1. The Consultant agrees to indemnify and hold harmless and defend the County, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorneys' fees) suffered by County from any claim, demand, judgment, decree, or cause of action of any kind or nature to the extent caused by any negligent error, omission, negligent act, recklessness, or intentionally wrongful act of Consultant, its agents, servants, or employees, in the performance of services under this Agreement.
- 15.2. Consultant shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold County, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any property whatsoever, arising out of or resulting from (i) the failure of Consultant to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by Consultant of its obligations under

this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of Consultant, its sub-Consultants, agents, employees and invitees; provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising solely out of the County's negligence. County review, comment and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement. Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subcontractors and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

- 15.3. Consultant acknowledges that the general conditions of any construction contract shall include language, satisfactory to the County's attorney, in which the contractor agrees to hold harmless and to defend County, Consultant, their agents and employees, from all suits and actions, including attorney's fees, and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of the construction contract or work performed thereunder. County acknowledges that Consultant shall be expressly named as an indemnified party, and shall be held harmless, in the general conditions of any construction contract, and shall be named as an additional insured in any contractor's insurance policies.
- 15.4. The first ten dollars (\$10.00) of remuneration paid to Consultant under this Agreement shall be in consideration for the indemnification provided for in this article.

### ARTICLE SIXTEEN CONFLICT OF INTEREST

- 16.1. The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.
- 16.2. The Consultant shall promptly notify the County Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an informed determination from the County Representative as to whether the association, interest or circumstance would be viewed by the County Representative as constituting a conflict of interest if entered into by the Consultant. The County Representative agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notice by the Consultant. Such determination may be appealed to the Board of County Commissioners by the Consultant within thirty (30) days of the County Representative's notice to the

Consultant. If, in the opinion of the County Representative or County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County Representative or County shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Agreement.

#### ARTICLE SEVENTEEN E-VERIFY & STATE PROVISIONS

- 17.1. Consultant certifies that Consultant complies with the following enrollment and verification requirement as set forth in this Article. If the Consultant is not enrolled as a Federal Consultant in E-Verify at time of contract award, the Consultant shall-
- 17.1.1. Enroll. Enroll as a Federal Consultant in the E-Verify Program within thirty (30) calendar days of contract award;
- 17.1.2. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Consultant, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see section 17.3 of this Article); and,
- 17.1.3. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see section 17.4 of this Article)
- 17.2. If the Consultant is enrolled as a Federal Consultant in E-Verify at time of contract award, the Consultant shall use E-Verify to initiate verification of employment eligibility of the following:
- 17.2.1. All new employees enrolled ninety (90) calendar days or more. The Consultant shall initiate verification of all new hires of the Consultant, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or
- 17.2.2. All new employees enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Consultant in E-Verify, the Consultant shall initiate verification of all new hires of the Consultant, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see section 17.3 of this Article); or
- 17.2.3. Employees assigned to the contract. For each employee assigned to the contract, the Consultant shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see section 17.4 of this Article).

- 17.3. If the Consultant is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Consultant may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Consultant shall follow the applicable verification requirements of section 17.1 or 17.2, respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- 17.4. Option to verify employment eligibility of all employees. The Consultant may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Consultant shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-
  - 17.4.1. Enrollment in the E-Verify program; or
- 17.4.2. Notification to E-Verify Operations of the Consultant's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)
- 17.5. The Consultant shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- 17.5.1. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Consultant's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Consultant, will be referred to a suspension or debarment official.
- 17.5.2. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Consultant is excused from its obligations under this Article. If the suspension or debarment official determines not to suspend or debar the Consultant, then the Consultant must re-enroll in E-Verify.
- 17.5.3. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <a href="http://www.dhs.gov/E-Verify">http://www.dhs.gov/E-Verify</a>.
- 17.5.4. Individuals previously verified. The Consultant is not required by this clause to perform additional employment verification using E-Verify for any employee-
  - (a) Whose employment eligibility was previously verified by the Consultant through the E-Verify program;

- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Consultants.
- 17.6. Subcontracts. The Consultant shall include the requirements of this Article, including this section appropriately modified for identification of the parties in each subcontract that:
- 17.6.1. Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a Commercially Available Off-the-Shelf (COTS) item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or (ii) Construction;
- 17.6.2. Has a value of more than \$3,500; and includes work performed in the United States; and
  - 17.6.3. Includes work performed in the United States.
- 17.7. United States-Produced Iron And Steel (Section 255.0993, Fla. Stat.). Pursuant to Section 255.0993, Florida Statutes, unless waived by the County, any iron or steel product permanently incorporated into the Project must be produced in the United States. The following are exempt from this requirement: (i) small amounts of foreign steel and iron that are incidental or ancillary to the primary product, are not separately identified in the project specifications, and the cost of which does not exceed 1/10th of the total contract cost or \$2,500, whichever is greater; and (ii) electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system, necessary for operation or concealment, except transmission and distribution poles.
- 17.8 Human Trafficking. As a condition precedent to entering into this Agreement and in compliance with Section 787.06(13), Florida Statutes, a duly authorized officer or representative of the Consultant must attest under the penalty of perjury that Consultant does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. The required affidavit is set forth in Exhibit A.
- 17.9. Countries of Foreign Concern. Pursuant to Section 287.138, Florida Statutes, the County cannot knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if the entity is owned, controlled, organized, or operating in a foreign country of concern, which include 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, including any agency of or any other entity of significant control of such foreign country of concern, and any contracting entity that may be given access to an individual's personal identifying information must have a duly authorized officer or representative attest under the penalty of perjury that said entity is not owned by the government of a foreign country of concern, that the government of a foreign country of concern does not have a controlling interest in the entity, and that the entity is not organized under the laws of nor have its principal place of business in a foreign country of concern. The required affidavit, which must be signed by a duly authorized officer or representative of Consultant, is attached hereto as Exhibit B.

# ARTICLE EIGHTEEN MODIFICATION

- 18.1. It is the intent of this Agreement that County shall from time-to-time issue SAs for Consultant to perform such services set forth in the Scope of Work therein. SAs shall be duly approved by the County prior to issuance. Consultant shall expediently perform the Scope of Work within the schedule indicated in the SA in accordance with Article Four above. Consultant shall timely cooperate with County Representative in negotiating the cost and schedule of said SA prior to submission to the County for approval. The County reserves the right to make changes in the Scope of Services of this Agreement, the Scope of Work of any SA, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the County of any estimated change in the completion date, and (3) advise the County if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of SAs issued under this Agreement.
- 18.2. If the County so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work of a SA affected by a contemplated change, pending the County's decision to proceed with the change. Consultant shall be entitled to invoice County for that portion of the Scope of Work completed prior to receipt of the written notice.
- 18.3. If the County elects to make the change, the County shall initiate a written amendment to the SA signed by both parties, and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the County.

# ARTICLE NINETEEN ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

19.1. The County and the Consultant agree that this Agreement together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified,

superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article Eighteen, Modification.

- 19.2. The Contract Documents shall consist of RFQ # <u>25-20-00</u>; Consultant's Response to RFQ # <u>25-20-00</u>; and any SA issued pursuant to this Agreement. In the event of conflict among the Contract Documents, the following Order of Precedence shall control:
  - 1. SA
  - 2. This Agreement
  - 3. RFQ No. 25-20-00
  - 4. Consultant's Response to RFQ No. 25-20-00

# ARTICLE TWENTY CONTRACTING WITH THE ENEMY OR SCRUTINIZED COMPANIES

- 20.1 In accordance with 2 C.F.R. 200.215, it is acknowledged that no services under a covered SA are to be performed outside the United States and its territories nor in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 20.2 Consultant certifies that it is not ineligible to submit a bid or proposal for, or enter into a contract or renewal thereof, with any local government entity as a result of the application of Section 287.135, Fla. Stat. In addition, Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List, is not on the Scrutinized Companies with Activities in the Iran Petroleum Sector List, and does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel, as required by Section 287.135(5), Fla. Stat. In addition, Consultant understands that this reference allows for termination of this Agreement, at the option of the County, if Consultant is found to have submitted a false certification.

# ARTICLE TWENTY-ONE GENERAL PROVISIONS

- 21.1. <u>Good Faith.</u> Consultant, in representing County, shall promote the best interest of County and each party agrees to assume toward the other party a duty of good faith and fair dealing.
- 21.2. <u>Impairment of Rights or Liabilities.</u> No modification, waiver, suspension, or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.
- 21.3. Remedies. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in DeSoto County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right,

power, or remedy hereunder shall preclude any other or further exercise thereof.

- 21.4. <u>Waiver</u>. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.
- 21.5. <u>Headings.</u> The headings of the Articles, Schedules, Parts, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions in such Articles, Schedules, Parts, and Attachments.
- 21.6. <u>Third-Party Beneficiary.</u> It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- 21.7 <u>Successors and Assignment.</u> The County and the Consultant each binds itself and its successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Consultant shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.
- 21.8. <u>Severability.</u> If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
- 21.9. <u>Authority to Contract.</u> The signatory signing this Agreement on behalf of Consultant represents and warrants that signatory is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County (1) that the execution and delivery of this Agreement and the performance of Consultant obligations hereunder have been duly authorized and (2) that the Agreement is a valid and legal agreement binding on the Consultant and enforceable in accordance with its terms.
- 21.10. <u>Pledging of Indebtedness</u>. The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has

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

- 21.11. Enforcement. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- 21.12. <u>Notices.</u> All notices required in this Agreement shall be sent by certified mail, return receipt requested to the Consultant's Representative and the County Representative at the addresses shown in Articles One and Three hereof.

# ARTICLE TWENTY-TWO GOVERNING LAW, VENUE AND WAIVER OF JURY TRIAL.

- 22.1. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the state courts of DeSoto County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device.
- 22.2. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial, and appellate levels.
- 22.3. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.
- 22.4. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

# ARTICLE TWENTY-THREE STANDARD OF CARE

- 23.1 Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and competent manner.
- 23.2 Consultant shall exercise the same degree of care, skill, and diligence in the

performance of the Services as is provided by a professional of like experience, knowledge, and resources, under similar circumstances for similar work performed in the same locality.

- 23.3 Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.
- 23.4 The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

#### ARTICLE TWENTY-FOUR FEDERAL PROVISIONS

- 24.1. <u>General Federal Provisions</u>. Work issued under this Agreement may be fully or partially funded by a Federal Grant. Where applicable, in accordance with Federal law, Contractor shall comply with the provisions of this Article and comply with the authorities enumerated below, which are incorporated herein by reference.
  - 24.1.1. 2 CFR Part 25.110
- 24.1.2. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
  - 24.1.3. Executive Orders 12549 and 12689
  - 24.1.4. 41 CFR Part 60-1(a) and (d)
- 24.1.5. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations
- 24.2. <u>Nondiscrimination Acts and Authorities.</u> For all federally funded work, Contractor agrees for itself, its successors, and its assigns, to comply and to assure that any subcontractor also agrees to comply with the following Title VI List of Pertinent Nondiscrimination Acts and Authorities.
- 24.2.1. Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq. 78 stat. 252), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement;

- 24.2.2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- 24.2.3. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964):
- 24.2.4. 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);
- 24.2.5. 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 CFR part 27;
- 24.2.6. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23 (prohibit discrimination on the basis of age);
- 24.2.7. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 24.2.8. 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);
- 24.2.9. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto (as amended 42 U.S.C. §§ 12101 et seq.) or 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 CFR parts 37 and 38;
- 24.2.10. 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);
- 24.2.11. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination 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;

- 24.2.12. 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);
- 24.2.13. 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).
- 24.2.14. Federal Fair Labor Standards Act (Federal Minimum Wage). All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor Wage and Hour Division
- 24.2.15. Occupational Safety and Health Act of 1970. All contracts and subcontracts that result from this Agreement incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractors' compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor Occupational Safety and Health Administration.
- 24.3. <u>Nondiscrimination Clauses for Compliance with Regulations.</u> For all federally funded work, the Contractor agrees for itself, its successors, and its assigns to comply with the following Nondiscrimination Clauses.
- 24.3.1. Nondiscrimination. 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 Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 24.3.2. 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 Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

- 24.3.3. 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 sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities 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 sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 24.3.4. Sanctions for Noncompliance. In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration 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.
- 24.3.5. <u>Incorporation of Provisions.</u> The Contractor will include the provisions of this section 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 sponsor or the Federal Aviation Administration 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 County to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- 24.4. <u>Mandatory Disclosures (31 U.S.C. §§ 3799 3733)</u>. For all federally funded work, Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement. The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting any applicable Federal award.
- 24.5. Conflict of Interest (2 CFR § 200.112). For all federally funded work, the Contractor must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to

maintain conflict of interest policies as it relates to procured contracts. A conflict of interest exists when any of the following occur: (i) Because of other activities, relationships, or contracts, a Contractor is unable, or potentially unable, to render impartial assistance or advice; (ii) A Contractor's objectivity in performing the work is or might be otherwise impaired; or (iii) The Contractor has an unfair competitive advantage.

24.6. <u>Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182.</u> To the extent applicable, Contractor must comply with Federal Drug Free workplace requirements of the Drug Free Workplace Act of 1988.

24.7. Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375). For all federally funded work, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the

provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

24.8. <u>Minority/Women Business Enterprise</u>. For all federally funded work, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Prior to contract award, the contractor shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

- 24.9. <u>Procurement of Recovered Materials.</u> For all federally funded work, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 24.10. <u>Environmental and Energy Policies</u>. For all Work Authorizations over the micopurchase threshold, the Contractor and subcontractors and subcontractors will comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

- 24.11. <u>Clean Air Act and Federal Water Pollution Control Act.</u> In all Work Authorizations funded in excess of \$150,000, the Contractor shall comply with the Clean Air Act as set forth below.
- 24.11.1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).
- 24.11.2. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 24.11.3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance under this Agreement.
- 24.12. <u>Federal Suspension and Debarment.</u> This Agreement may be covered in part as a transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of its subcontractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.935).
- 24.12.1. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 24.12.2. By entering this Agreement, Contractor has made the Certification set forth in this section. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 24.12.3. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the term of this Agreement. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### 24.12.4. Certification Instructions

- 24.12.4.1. By signing this Agreement, the Contractor, referred to in this section as the prospective lower tier participant, is providing the certification set out in accordance with these instructions.
- 24.12.4.2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

- 24.12.4.3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 24.12.4.4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 24.12.4.5. The prospective lower tier participant agrees by submitting this form 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.
- 24.12.4.6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 24.12.4.7. 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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- 24.12.4.8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 24.12.4.9. Except for transactions authorized under paragraph (5) 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.
- 24.12.5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Lower Tier Covered Transactions. The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This

certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. [READ CERTIFICATION INSTRUCTIONS ABOVE BEFORE COMPLETING CERTIFICATION]

- 24.12.5.1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
- 24.12.5.2. 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
- 24.13. <u>Davis-Bacon Act</u> (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5). Contractor agrees to comply with all provisions of the Davis Bacon Act as amended. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the agreement. The decision to award a Contract shall be conditioned upon the acceptance of the wage determination.
- 24.14. Federal Lobbying. If applicable as set forth in any contract, Contractor who applies for an award of \$100,000 or more shall file the required Byrd Anti-Lobbying Amendment certification as set forth in Exhibit D attached hereto as if fully set forth herein. Each tier of subcontractor will certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier of subcontractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Contractor.
- 24.15. Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3). Contractor shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated herein by this reference. Contractor is prohibited from inducing by any means any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.
- 24.16. <u>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5)</u>. All applicable contracts issued in excess of \$100,000

that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor and all subcontractors and subcontractors are required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

- 24.17. Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401). If the Federal funding for a Work Authorization meets the definition of "funding agreement" under 37 CFR § 401.2, Contractor may be subject to additional standard patent rights clauses in accordance with 37 CFR § 401.14.
- 24.18. Access to Records and Reports. Contractor will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, County, County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the Contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the Contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.
- 24.19. Record Retention (2 CFR § 200.33). Contractor will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.
- 24.20. <u>Federal Changes.</u> Contractor will comply with all applicable Federal agency regulations, policies, procedures, and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of any awarded contract.
- 24.21. <u>Termination for Default (Breach or Cause)</u>. If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will only be paid the contract price for supplies delivered and accepted, or

services performed in accordance with the manner of performance set forth in the contract.

- 24.22. <u>Termination for Convenience.</u> For any Work Authorization issued over the micropurchase threshold may be terminated by County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- 24.23. <u>Safeguarding Personal Identifiable Information (2 CFR § 200.82)</u>. Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.
- 24.24. <u>Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200)</u>. The County will not issue contracts containing Federal funding on a cost-plus percentage of cost basis.
- 24.25. <u>Trafficking Victims Protection Act (2 CFR Part 175)</u>. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor from (1) engaging in severe forms of trafficking in persons during the period of time that resulting contract] is in effect; (2) procuring a commercial sex act during the period of time that resulting contract is in effect; or (3) using forced labor in the performance of the contracted services under a resulting contract. A resulting contract may be unilaterally terminated immediately by County for Contractor's violating this provision, without penalty.
- 24.26. <u>Domestic Preference For Procurements (2 CFR § 200.322)</u>. As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in a resulting contract, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.
- 24.27. <u>Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005)</u>. All iron, steel, manufactured products, and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with County for further details. Contractors shall be required to submit a completed Buy American Certificate with any applicable Work Authorization in substantially the following form:
- 24.28.1. Buy American Certificate (FAR 52.225-2) Contractor certifies that each end product, except those listed in paragraph 25.28.2 of this provision, is a domestic end product. Contractor shall list as foreign end products in paragraph 25.28.2 those end products manufactured in the United States that do not qualify as domestic end products.

The terms "domestic end product," "end product," and "foreign end product" are defined in FAR 52.225-1 entitled "Buy American-Supplies."

24.28.2.	Foreign End Products:	Line Item No.	Country of Origin

- 24.28.3. The Government will evaluate offer in accordance with the policies and procedures of part 25 of the Federal Acquisition Regulation.
- 24.28. Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216). Contractor and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.
- 24.29. Enhanced Whistleblower Protections (41 U.S.C. § 4712). An employee of Contractor and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.
- 24.30. Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170). In accordance with FFATA, the Contractor shall, upon request, provide County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed

under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

- 24.31. Federal Awardee Performance and Integrity Information System (FAPIIS)( The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)). The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via https://www.sam.gov.
- 24.32. Never Contract With The Enemy (2 CFR Part 183). For contracts funded by grant and cooperative agreements in excess of \$50,000 and performed outside of the United States, including U.S. territories and in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, Contractor must exercise due diligence to ensure that none of the funds, including supplies and services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.
- 24.33. <u>Federal Agency Seals, Logos and Flags</u>. Contractor shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.
- 24.34. <u>No Obligation by Federal Government</u>. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from a resulting contract.
- 24.35. <u>Conflict with Grant Terms.</u> In the event of any conflict between the terms and conditions of this Article and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this Agreement, the conflicting terms and conditions of that document shall prevail.
- 24.36. <u>Environmental Protection Agency General Terms and Conditions</u>. This Agreement is subject to the EPA General Terms and Conditions and any federal grant funding award document. The most recent version of the EPA General Terms and Conditions is available at:

https://www.epa.gov/system/files/documents/2024-10/fy 2025 epa general terms and conditions effective october 1 202 4 or later.pdf/

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.

**IN WITNESS WHEREOF,** the parties hereto have set their hands and official seals the day and year below last written.

	DESOTO COUNTY, a political subdivision of the State of Florida
Attest:	
Mandy Hines County Administrator	J.C. Deriso, Chairman Board of County Commissioners
Approved as to form:	Date:
Valerie Vicente County Attorney	
Attest:	THE WEILER ENGINEERING CORP.
Name:	Name:
Its:	Its:
	Date:



Submitted By:

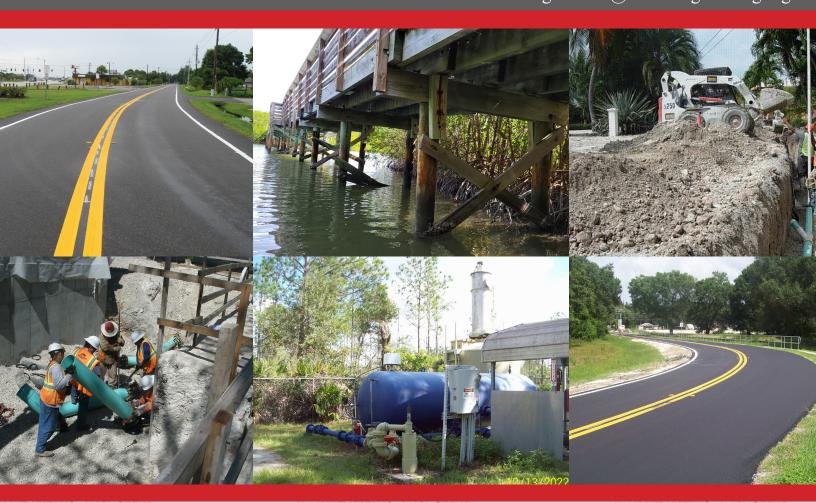
The Weiler Engineering Corporation, An Apex Company

201 W. Marion Avenue Suite 1306

Punta Gorda, FL 33950

Ph: (941) 505-1700 Fx: (941) 505 1702

Contact: Mike Giardullo, PE mgiardullo@weilerengineering.org



Qualifications to Provide

# DeSoto County

Engineering Services - Engineer of Record

RFQ No. 25-20-00 | September 4, 2025

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## I. Executive Summary (Category 1)

September 4, 2025

DeSoto County BOCC C/O Purchasing Director 201 E. Oak St., Suite 203 Arcadia, FL 34266

#### RE: DeSoto County Engineering Services - Engineer of Record, RFQ 25-20-00

The Weiler Engineering Corporation (WEC) is grateful for the opportunity to serve the staff, elected officials, and residents of DeSoto County, and we are proud to submit our response to RFQ 25-20-00 for Engineering Services – Engineer of Record. WEC's broad range of engineering services and our commitment to a hands-on, boots-on-the-ground approach, combined with over 14 years of experience serving as the County Engineer and supporting projects for the Utilities, Parks, and Landfill departments, make us a strong candidate to continue serving the County in this role.

In late 2024, WEC became part of the Apex family of companies, which includes the independent entities of Johnson Engineering and Water Science Associates. While each company remains an independent business entity within the Apex organization, this affiliation has expanded the resources available to WEC, offering access to additional in-house services and staffing support. Many of these professionals are also familiar with DeSoto County and the types of projects anticipated over the next five years. Most importantly, throughout the past nine months under the Apex umbrella, WEC has maintained, and will continue to deliver, the same personalized level of service our clients have come to expect.

Our goal is simply to provide DeSoto County with outstanding services they can be proud of, including the following:

- ♦ Work with the DeSoto staff to complete successful projects which benefit the community;
- ♦ Provide responsive and efficient services to meet the needs outlined in the Scope of Work and beyond;
- Grow strong and trusted relationships through teamwork and knowledgeable local staff;
- ♦ Help make DeSoto County a safe and successful place to live and work;
- ♦ Coordinate with funding agencies to obtain funding and make projects affordable for residents.

I have been honored to have been part of your team, serving as the County Engineer for the past 14 years. During this time, I have worked closely with County staff in planning and executing long-term projects and reacting quickly following disaster events. The experience gained in understanding DeSoto County processes and those of funding agencies and other stakeholders has been invaluable. I cannot take full credit for our past successes as I have been supported by a multi-disciplinary team of local professionals whose experience not only aligns with this scope, but who have a proven track record of delivering results for DeSoto County. Coupled with our additional resources at Johnson Engineering such as full environmental services and traffic engineering and from Water Science Associates including deep well design and permitting, we are the ideal candidates to handle the rising challenges on the horizon for DeSoto County.

We look forward to an opportunity to discuss our experience and we are also excited about the future of DeSoto County and our role in helping the County meet the needs of the public.

Sincerely,

Michael Giardullo, PE Principal-in-Charge

\*\*WEC Acknowledges Receipt of Addendum #1, Dated August 20, 2025



## II. Qualifications (Category 1)



**Company Information** 

1. Weiler Engineering Corporation (WEC) is registered to do business in the State of Florida.

2. Company History:

WEC has been in business for 32 years. Our main focus has been serving local governments to meet their regulatory, staffing, design, and capital project needs. We have worked as both staff and as a consultant to a variety of agencies. Specifically related to the RFQ scope of work, WEC has extensive experience working with FDOT District 1 on projects, as well as FDEP, FWC, SWFWMD, Army Corps of Engineers and numerous local agencies.

In late 2024, WEC became part of the Apex family of companies, which includes the independent entities of Johnson Engineering and Water Science Associates. These companies add additional resources to our team and expand our service offerings to include traffic, environmental science, surveying, water sampling, geology and deep well expertise to name a few. Our project experience includes serving as an Engineer of Record for each of the items from the RFQ Scope of Work:

- ♦ Civil Engineering
- ♦ Structural
- ♦ Environmental
- ♦ Geographic Information Systems (GIS)
- Water/Wastewater/Reclaimed Water
- ♦ Water Resources/Stormwater

- ♦ Value Engineering
- ♦ Drainage Issues
- ♦ Traffic Engineering
- ♦ Construction Project Management
- ♦ Construction Inspection Services
- Project Permitting

WEC worked closely with FDOT District 1 staff to plan, develop, and implement many projects as part of the 5-year Capital Outlay plan. Since 2011, WEC, specifically **Mike Giardullo**, **PE**, has served as **DeSoto County Engineer** and worked with FDOT to plan, design, and construct multiple projects. Mike is also responsible for developing cost estimates, submitting documentation complying with grant funding requirements, and ensuring DeSoto is complying with all requirements related to the funding source for sidewalks, bridge improvements, and road resurfacing. WEC's corporate and local office (Punta Gorda) have developed and maintained an advanced knowledge of the roadway design methodologies required by the FDOT for projects in District 1 and the stormwater modeling methods required for these projects. In addition, we have provided engineering and permitting for private developments throughout District 1 and Southwest Florida. This positions us to understand issues that developers face when permitting new projects and we can help this process go smoothly. Primarily assisting Mike are Steve Suggs as a Utilities Project Manager and Robin Palmer as an Environmental Engineer with experience in stormwater and landfill projects.

WEC has provided the design for many state and federally funded projects and has extensive knowledge of programs such as the Local Agency Program (LAP), FEMA Funding, NRCS, CDBG-MIT and CDBG-DR. Our staff, especially Mike Giardullo, has hands on experience planning, designing, constructing, and reporting all documents necessary for a variety of **LAP, SCOP, SCRAP** funded projects as well as **FWC** grant funded projects. WEC's direct experience in DeSoto County includes sidewalks, bridge rehabilitation, recreation enhancements, Arcadia downtown Master Plan, stormwater studies, landfill permit compliance, riverbank restoration and other similar projects. WEC has been successful at securing SRF loans for multiple municipalities. As a complete team, has also provide continuing services for the following local agencies/government organizations:

- DeSoto County, FL
- The Florida Department of Environmental Protection
- ♦ City of Marathon, FL
- ♦ City of Punta Gorda, FL
- Key Largo Wastewater Treatment District, Key Largo, FL
- Key West Resort Utilities, Key West, FL

- ♦ Charlotte County, FL
- ♦ City of Clewiston, FL
- ♦ Hendry County, FL
- ♦ Okeechobee County, FL
- Glades County, FL
- ♦ Village of Estero, FL
- ♦ City of Fort Myers, FL
- ♦ Lee County, FL



3. Years in Business: 32 years

4. Business under present name: 32 years

5. Location of consultants office where services will be performed: Punta Gorda, FL

#### Team Permanently Assigned to Office:

<b>◊</b>	Michael Giardullo, PE	$\Diamond$	Tim McConaghy, PE
$\Diamond$	Robin Palmer, PE	$\Diamond$	Damini Ettam
$\Diamond$	Ashlie Maberino, PE	$\Diamond$	Davis Johanson
$\Diamond$	Davin Helgesen, PE	$\Diamond$	Carlos Giraldo
$\Diamond$	Luli Ramalle, El	$\Diamond$	Dillon Wright
$\Diamond$	Brian Corso	$\Diamond$	Beth Strong
$\Diamond$	Max Morgan, PE	$\Diamond$	Tom Glidewell

- 6. How many years at present office location: 14 years
- **7. How many full time employees:** 50 engineering related and 3 support related at WEC alone. Apex wide, there are over 240 professionals in the State of Florida and 1750+ across the United States.
- 8. Prior Location (Port Charlotte, FL): 18 years
- **9. Work share amongst employees working out of different office locations:** Most of the work will be from the Punta Gorda office however, we will use our resources from other offices. Mike Giardullo has been successful at leveraging our talent in order to provide DeSoto County expertise in a variety of disciplines throughout the past 14 years.
- 10. Former Names of Corporation: None
- 11. Organization is a Corporation, answer following:
  - a. Date of Incorporation: 1993
  - b. State of Incorporation: Florida
  - c. President's Name: Shawn Doherty
  - d. Vice President's Name(s): Ryan Trahan
  - e. Secretary's Name: Matthew Hardesty
  - f. Treasurer's Name: Matthew Hardesty

Note: Michael Giardullo, is a Registered Agent and Principal-in-Charge for the Weiler Engineering Corporation

- 12. Organization is not a Partnership
- 13. Organization is a Corporation
- 14. Experience of your company or firm with the services, products, or combination thereof as stated in the Scope of Services or Specification:

The following page includes a summary of project experience related to the Scope of Work items from Section 2 A, B, and C of the RFQ. Additional experience and detailed descriptions are provided later in this proposal.



Scope of Services Project Examples												
Project Name	Civil	Structural	Environmental	SIĐ	Water/Wastewater/ Reclaimed	Water Resources / Stormwater	Value Engineering	Drainage Issues	Traffic Engineering	Construction Proj. Management	Constructin Insp. Servcies	Project Permitting
Annual Paving Projects	<b>√</b>						<b>√</b>			<b>√</b>		
Sombrero Beach Road Extension	<b>✓</b>		<b>\</b>		✓				<b>✓</b>			<b>✓</b>
Bridge Countermeasures / Guardrails		<b>✓</b>								<b>✓</b>	<b>✓</b>	<b>✓</b>
Punta Gorda Harborwalk West	✓	✓	✓			✓						✓
Lettuce Lake Park Improvements		✓	✓							✓		✓
Kiwanis Park Improvements	✓	✓	✓			✓						✓
Butterford Waterway Breach Repair			<b>√</b>	✓				✓		✓	✓	✓
FEMA Risk MAP - Sarasota County				✓								
Punta Gorda Geospatial Visualization				✓								
Wastewater GIS for Key Largo Wastewater Treatment District				✓								
Lake Suzy Wastewater System Integration					✓							
US 17 Phase III Wastewater & Water Facilities Plan					✓							
Marathon Sewer, Water, Reuse and Road Resurfacing	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓
SWFWMD Recertifications - DeSoto County						✓						✓
Saralakes Stormwater - Sarasota County						✓		✓				✓
Marco Island NPDES Stormwater Management						✓						✓
Masters Avenue Road Improvements	✓					✓				✓	✓	✓
Spring Lake Stormwater Study	✓							✓				
BMP 6 and 29 Culvert - Charlotte County		✓				✓		✓				✓
Islamorada 7-Eleven	✓				✓	✓	✓		✓			
Bermont Shooting Club	<b>\</b>		<b>\</b>			<b>✓</b>			✓			<b>✓</b>
Morgan Park LAP Project							<b>✓</b>			<b>✓</b>		
Stock Island Marina Village	<b>✓</b>	✓	<b>√</b>		✓	<b>✓</b>				<b>√</b>	<b>✓</b>	✓
CR 761 Bridge Scour Project	<b>√</b>	<b>√</b>	<b>√</b>			<b>√</b>		✓	✓	<b>√</b>		
Veterans Park - Boat Launch	<b>√</b>	✓	<b>✓</b>			<b>√</b>		<b>√</b>				✓
Reynolds Bridge Replacement	<b>√</b>	✓				<b>✓</b>		✓	✓			✓



## Examples Similar to Scope of Work (RFQ Section 2)

### Civil Engineering



WEC took over this project after beginning to work with DeSoto in 2011. The original construction amount was \$242K. WEC value engineered the existing scope during construction to make the final construction amount \$228K. Not only were cost saving achieved, but WEC shifted asphalt quantities from the over designed Goolsby Street area in order to reduce pavement drop-offs and provide adequate paving on Burnham Street so the County could get the maximum benefit with their paving dollars. Following this project, WEC has completed 13 Annual Paving Projects for DeSoto County with the current annual budget of \$1.5 million.



Sombrero Beach Road Extension

Mike Giardullo was heavily involved as a lead designer for the redesign of Sombrero Beach Road in Marathon. The plan was to create improved accessibility by adding a bike path within the available right-of-way, but to also create a round-about and textured pavement with elevated crosswalk tables to create traffic calming and improve pedestrian safety. These improvements were critical along the frontage of Sombrero Beach since it was a heavily used tourist destination in Marathon. The project also includes utility relocates and an additional phase for a turn lane and bus shelter at the Sombrero Beach Road and US 1 intersection.



### Structural •••••••

Bridge Countermeasures / Guardrail Project

Since 2011 WEC has provided engineering design, grant management and construction engineering, inspection and administration services for 10 bridge FDOT funded projects Scopes varied from bridge to bridge and included a variety of improvements including scour countermeasures, guardrail replacement, pile jacketing, spalling repairs, roadway improvements. On bridge 040026, a crutch bent piling system was designed and secured to the bridge deck to replace the existing foundation. With surplus grant funding, WEC was able to add concrete spall repairs to the substructure, superstructure repairs, guardrail upgrades, and bank stabilization to the scope. WEC also performed the design for emergency repairs to the CR 661 bridge over Bunker Creek using FHWA funding following Hurricane Ian.



Punta Gorda Harborwalk West Project

WEC provided complete planning, design, bidding and construction contract administration for multiple phases of the Harborwalk project. Phases include a 2.4mile promenade located adjacent to Charlotte Harbor. The walkway varies in width between 15 and 30 feet and is located within existing rights-of-way and other City property including Gilchrist and Laishley parks. The design incorporates: access to various facilities; way finding; future anticipated developments; ADA compliance; environmental compliance; stormwater management; parking; landscaping; and utility access.



Recent phase that has been completed, West Zone 7, was a LAP project partially funded by FDOT and included extension of the Harborwalk, seawall improvements, and stormwater design. WEC not only provided the design for this LAP funded project but was hired to complete the Construction Engineering and Inspection and EEO Compliance services. This project included the structural design of seawalls, pedestrian bridges, pavilions and 2 coastal restroom buildings.



### **Environmental** •••••

DeSoto Veterans Memorial Park Boat Ramp

Weiler Engineering was responsible for the design and permitting of this project which replaced an existing deteriorated boat ramp in DeSoto County. WEC designed a double wide boat ramp with floating docks. DeSoto County had a recurrent problem with toe scour of existing boat ramps primarily due to insufficient ramp length and power loading of vessels. WEC's design included an extended ramp with flat bottom at the mud lines with piles to reduce the likelihood of scouring and prevent damage resulting from scouring. The ramp also features a unique grooved surface design for extra vehicle traction and easy growth removal. Mike Giardullo, PE, was responsible for the permitting of the ramp through the Southwest Florida Water Management District and the Army Corps of Engineers.



William R Gaines Park Improvements

Mike was the Project Manager and lead Project Engineer for designing detailed construction drawings for the construction of pathways and boardwalks in environmentally sensitive wetlands for Charlotte County. Mike also led Weiler Engineering through final designing of the construction documents and demolition plan for bidding and construction, along with administration services throughout this process. Boardwalk and bridge replacements required some substantial impacts to a large wetland area onsite. Mike was responsible for mitigating these impacts by providing a planting plan which provided replacement of existing species and new species to create a more diverse wetland.



Butterford Waterway Breach Repair

WEC conducted an environmental/hydrologic study and then provided complete design, permitting and construction administration including ecological/environmental monitoring. The project included spoil berm removal and drainage ditch filling which caused a breach that was constructed 60 years ago within the Charlotte Harbor Aquatic Preserve.

WEC used LIDAR technology to determine both the finished elevations and the amount of spoil in the order to fill the problematic man-made waterway. The project included removing invasive exotic vegetation which populated the raised area. The design elevation restores the area to its original elevation allowing the recreation of a wetland mosaic and restoring the natural sheet flow to the south within the peninsula. Adaptive Management techniques were incorporated in the success criteria. WEC's staff worked closely with the Army Corps of Engineers, the FDEP and the Charlotte Harbor Aquatic Preserve Park Biologist throughout the design, permitting and construction of this major improvement project. Weiler Engineering was also appointed by the FDEP as the ecologist responsible for monitoring the construction activities. WEC completed all Permitting and Construction Administration tasks for this project.



## Geographic Information Systems (GIS) ◀ • • • •

Sarasota County - FEMA Risk MAP Coastal Analysis

FEMA's Coastal Risk Mapping, Assessment, and Planning (MAP) process includes a detailed coastal GIS modeling and analysis for Sarasota County which will result in updated Flood Insurance Rate Maps (FIRM's) for areas within the coastal floodplain. WEC provides Risk MAP support to where the company leads a multidisciplinary team of Coastal Engineers, Floodplain Managers, and Meteorologists. WEC's extensive education, background, and experience in GIS, modeling, and geospatial data analysis have been instrumental to WEC's successful support to Sarasota County. WEC also provided Floodplain Management & Public Outreach and Civil Engineering support, respectively, on this critically important project.



#### II. QUALIFICATIONS

City of Punta Gorda Geospatial Visualization

This unique City-wide geospatial visualization was developed by WEC with creative input and data from the City's Mayor and Urban Planner. The fly-through animation highlighted the construction projects that were completed or under construction at the time and which were transforming the City since it was devastated by Hurricane Charlie in 2004, as well as the Mayor's vision for the next decade including the Harborwalk, Multi-Use Recreational Trail (MURT) System, and "Ring Around The City" system of interconnected parks and trails.



Wastewater GIS for Key Largo Wastewater Treatment District (KLWTD)

WEC developed and helped implement a system for integrating GPS and GIS into the construction management process for Key Largo's \$100M centralized sewer project. He worked closely with District staff to train them in the use of Trimble GPS and Esri's ArcGIS Suite for improved efficiency in resource management during construction, as well as during various operations, maintenance, and administrative processes. The collection and transmission system includes over 90 miles of force main and vacuum main, with over 20,000 wastewater system features incorporated within the ArcGIS Server-based wastewater GIS database, along with record drawings, construction photos, cut sheets, and maintenance documents. The ArcGIS Server-based wastewater GIS has been an invaluable construction management tool for review and evaluation of record documents submitted by contractors, as well as review and troubleshooting problems throughout construction and now during operations and maintenance for the collection system. The GIS is currently being integrated into an asset management system to help track preventative maintenance, scheduled maintenance, history, and costs.

#### Water, Wastewater, and Reclaimed Water 4 .....

DeSoto County Regional Waste Treatment Plant Rehabilitation and Expansion

The DCR WWTP was intended to be a temporary plant and was nearing the end of its useful life. WEC was responsible for the design, permitting and construction engineering and inspection for this multi-year project which included a new standalone headworks platform, new blowers, interior coatings of all tanks, new splitter box, new screens, new instrumentation and more. This project also included the expansion from 0.750 MGD to 0.950 MGD. This involved the construction of a new chlorine contact chamber and expansion of the existing lined effluent storage pond. WEC worked closely with the plant operators and the Contractor to allow for half of the facility to be taken offline at a time to facilitate the rehabilitation and expansion activities.



DeSoto County US-17 Phase III Wastewater & Water Facilities Plan

2014 During the US-17 Phase III highway widening project, DeSoto County realized that a Utilities Facility Plan would be required in order to qualify for construction grants and loans through FDEP and EPA under the Clean Water Act and State Revolving Fund (SRF). WEC was tasked with developing the complete Facility Plan in less than a month in order to meet the state clearinghouse funding deadline. WEC worked tirelessly with DeSoto County Utilities and Administration staff to gather the required data and other technical information, while incorporating critical water and wastewater engineering expertise from WEC's Mike Giardullo PE, Ed Castle PE, and the WEC team delivered a complete and accurate Facility Plan to the County on time and within budget and provided additional information as requested from FDEP throughout the Facility Plan review process. This extraordinary team effort resulted in DeSoto County receiving \$700,000 in FDEP grant funding for construction of the water distribution system, as well as qualifying the County for millions more in SRF loans to construct the wastewater portion of the project.



City of Marathon Sewer Project

City-wide Master Plan for Stormwater, Sewer and Road Rehabilitation approved by FDEP for participation in State Revolving Loan Fund, and other funding agencies. WEC staff provided design of complete sewer & stormwater systems, WWT plants, reclaimed water, and road rehabilitation and overlay for multiple phases. WEC inspectors provided complete Construction Engineering Inspection Services throughout the project. The total project cost of just over \$100 Million came in below WEC's original estimate from the facilities plan which was used to obtain grant funding and SRF loans. This project won the APWA Project of the Year for Florida and at the national level. WEC also received the APWA Consultant of the year award.



### 

Golden Melody Stormwater Improvement Project

This project involved the improvement to the existing stormwater infrastructure in the Golden Melody Community. The project objective was to alleviate standing water, relocate pipes on which were constructed on private property, working with Florida Power and Light for use of their existing easement, and eliminating ditches in close proximity to backyards. Mike Giardullo was the engineer or record for the design and construction. Both were accomplished through the use of DeSoto County Staff for drafting design and construction inspection.



Ongoing SWFWMD Recertification's

WEC has assisted the County with the creation of a database of projects requiring recertification through the Southwest Florida Water Management District at varying frequencies. Mike Giardullo and the engineering department handles this for all County facilities, including the parks department and utilities department. The systems differ from above ground dry detention to wet detention with littoral areas to in-line effluent filtration. In addition to serving as the engineer of record for the recertification, Mike has trained numerous individuals in the engineering department to perform inspections of the facilities as a way of limiting consultant time and utilizing staff time to the maximum extent practical.



Saralakes - Sarasota

The project required a detailed stormwater system condition assessment and recommendations for required repair and replacement or rehabilitation in the Saralakes Estates neighborhood (Phillipi Creek Basin). The system included approximately 7,600 linear feet of stormwater pipe ranging from 18" to 54" diameter, as well as 75 stormwater structures. The scope completed by WEC included:

- Cleaning and TV inspection of storm inlets, manholes and pipes; review and verification of the County's GIS Asset Management Database in terms of locations, size, and types of pipes and structures
- A detailed CCTV-based assessment of conditions, headed up by Mike Gering, consisting of storm system evaluation and categorization of each pipe segment condition using NASSCO assessment using PACP and MACP methodology.
- Hydraulic Capacity Analysis consisting of a review of the existing County stormwater model conditions so as to include the secondary stormwater system in the study area as the Revised Existing Conditions Model (RECM). The RECM was then used to evaluate the system by updating the model to include inlets and piping to an outfall utilizing the WEC verified survey and GIS data.





The model for the basin was then run and resulted used to identify roadway and structure level-of-service (LOS) deficiencies of the existing stormwater system, which would identify any significant head loss occurring within the study area for the 100-year 24-hour rainfall event. WEC then prepared a Proposed Conditions Model to simulate the effect on the hydraulic flow capacity in the system due to the identified rehabilitation and replacement work. WEC staff prepared a Preliminary Design Report verifying existing conditions, analyzing its current integrity, and recommending system improvements and/or rehabilitation.

Mike Giardullo, PE served as the project manager; while Robin Palmer, PE assisted with preparing the design study; and Mike Gering performed design and pipe/structure condition assessment.

Marco Island Stormwater Management Program

Weiler Engineering Corporation (WEC) served as the City of Marco Island's Consultant for the Phase II National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit. The project entailed an in-depth analysis of the existing stormwater management practices and policies in order to establish a Stormwater Management Program (SWMP) that would meet the requirements of the Florida Department of Environmental Protection. WEC was able to complete the project within a short deadline in order to meet the requirements of the FDEP.

## 

FY 2010/2011 Annual Paving Project

WEC took over this project after beginning to work with DeSoto in 2011. The original construction amount was \$242K. WEC value engineered the existing scope during construction to make the final construction amount \$228K. Not only were cost saving achieved, but WEC shifted asphalt quantities from the over designed Goolsby Street area in order to reduce pavement drop-offs and provide adequate paving on Burnham Street so the County could get the maximum benefit with their paving dollars. Following this project, WEC has completed 13 Annual Paving Projects for DeSoto County with the current annual budget of \$1.5 Million.

Carlstrom Field Road

Mike Giardullo was responsible for the grant acquisition, design and construction engineering and inspection for this road improvement project paid for with an FDOT SCOP Grant. The project involved the removal of an old concrete road under the existing road surface, adding shoulders and roadside ditch improvements. Through design and through value added change orders, we were able to get the final contract amounts within \$500 of the \$650K grant. WEC added the replacement of nearly all culverts, driveways were paved to ROW lines, ditches were regraded to alleviate stormwater issues, parking areas for businesses in the ROW were paved, extra mowing was provided all using the grant money for this road project. These additional items reduced work that would need to be performed by County forces following the project.



## 

### Resident Issues / Brownville

Serving DeSoto County, Mike Giardullo has assisted the staff in the resolution of many drainage issues. It is common practice to meet onsite with residents to hear their concerns about stormwater issues and collaborate with the Road and Bridge Department to develop cost-effective solutions that address residents' needs while staying within the County's budget. A recent example of this approach is the project on SW Mariposa Drive, where a plan was created to divert stormwater from the right-of-way and alleviate flooding on a low-lying property. It is also common for WEC to quickly respond to emergency culvert problems such as the Brownville



culvert which was breached causing road-closing damage. WEC worked with staff to repair this culvert quickly to get the road open while improving vehicular safety and reducing likelihood of a similar occurrence. WEC has also worked with the County to develop 3 annual herbicide application projects and currently is working on an in-house alternative to contracted herbicide application services.

BMP 6 and 29 Charlotte County Culvert Project

Design and permitting for replacement of multiple culverts with drainage problems in Charlotte Harbor area. The project required analysis and updating of the watershed ICPR model for Charlotte Harbor. During construction WEC staff provided responsive evaluation and recommendations of action to County staff of construction issues.

- ♦ Evaluation of existing culverts for replacement
- ♦ Design and Construction Plans
- On-site evaluation of damaged construction materials and recommendations to proceed

## 

Plan Reviews - Cross Creek of Arcadia, Arcadia Crossings

WEC serves on the County Development Review Committee and performs engineering reviews including traffic studies for the past 14 years. During this time, WEC has worked with developers to devise the criteria for traffic studies prior to submission. This results in the County ensuring the roadways will have sufficient level of services and determination of additional improvements if necessary as well as aides the developer in limiting consulting fees as the scope of work is clear before beginning. Two recent examples include the traffic study for the proposed RV campground in the Lettuce Lake area, the expansion of the Cross Creek RV Resort and the Arcadia Crossing shopping center development. With Johnson Engineering we now have dedicated traffic expertise available for more complex traffic study review.

Bermont Shooting Club

As part of the DRC process for the Bermont Shooting Club, the property owner was required to have an approved Traffic Impact Study approved by the Charlotte County Traffic Engineer. As part of this process, Mike Giardullo and Robin Palmer utilized the ITE Trip Generation 7th Edition to evaluate the exiting trips from the site. Another portion of the site was currently used for aggregate mining and would share a driveway with the proposed shooting club. The Traffic Impact Study compared the existing peak trips with total expected peak trips once the proposed facility was completed. The net increase in trips was less than 50 trips and therefore, no further study data was required.

## Construction Project Management <-----

Morgan Park LAP Project

In 2011, on the first day WEC begin serving DeSoto County as the County Engineer, this LAP project had its preconstruction meeting. Mike Giardullo was responsible for overseeing the staff and being the point of contact for the FDOT regarding all the Local Agency Program (requirements) and for the contractor. Shortly after the beginning of the project, the individual serving as the compliance specialist for the County resigned and Mike was able to take on this role through a large portion of the project until a new employee could be hired and trained to perform this task. WEC is always willing to utilize our extensive skills set to help the County in any way needed. The project was completed under budget and WEC worked with contractor to utilize over \$100,000 in uncommitted grant funds for additional improvements such as sitting areas, culvert restoration, lift station upgrades, upgrades to the restroom building, remediation of old gas tanks in the right-of-way and other park improvements.





Stock Island Marina Village Phase 1

In addition to design and permitting, WEC staff were responsible for compete construction management services throughout construction. Mike Giardullo, PE supervised a team of inspectors and served as project manager during all phases. The project was a complete redesign of a marina and the upland services, amenities, and facilities available to customers and business owners. Marina improvements included concrete floating docks containing 363 floating slips, able to accommodate vessels more than 100 ft in length, for the Old Island Harbor Marina on Stock Island. Included in this project was the boat ramp, ramp access and parking area. The project is located in a harbor with water quality beneath state



standards. WEC staff worked closely with the SFWMD, the FDEP and the ACOE in the permitting of this project and incorporated numerous onsite water quality improvement measures to mitigate the impacts of the development in an area with poor water quality.

### **Construction Inspection Services 4** . . . . . . . . .

Henry Barrow Bridge

This 2012 project included the construction of three 6-foot diameter culvert pipes and poured in place headwalls to replace an existing wooden bridge. WEC provided construction inspection services and had a experienced construction inspector onsite to help the contractor and ensure the County was getting the product that was bid. The bid amount was \$138K and the final cost came in at \$131K as a result of the inspector's close attention to actual quantities needed.



Dr. Martin Luther King, Jr. Blvd Improvements

Weiler Engineering was contracted by the City of Punta Gorda for improvements to the existing right-of-way of Dr. Martin Luther King Jr. Boulevard. This project included the addition of 14 parallel and diagonal on-street parking spaces on the east side of the street, relocating and widening the existing concrete sidewalk from 5 to 8 feet, providing brick accent areas within the parking spaces, and above ground dry retention areas to treat stormwater.



### **Project Permitting** 4.....

Brownville Canoe Launch

The County desired to reduce the commercial canoeing traffic through Brownville Park to the boat ramp. In 2015, WEC worked with the Road and Bridge Staff and the Canoe Outfitters to find an alternative ramp location and a design that could be performed in house. WEC worked with the FDEP to get approval and authorization to use state-owned sovereign submerged lands for the canoe launch and the access roadway. The project is ready to begin construction pending funding.

Little Farm Road

Mike Giardullo, PE, was the Engineer of Record for a redesign of a portion of the Little Farm Road. The road had long served a rural settlement area with a large dip in the road that allowed water to flow over it during peak rainy season. The roadway was the release point of a large drainage basin that has seen substantial alterations through mining and agricultural development. WEC modeled the drainage basin, designed a bridge that would consist of 21 culverts, and permitted the project through the Water Management District and Charlotte County.



## FDOT Specific Projects and Experience 4.....

WEC staff has worked extensively with FDOT on several projects in a variety of capacities. Since 2006, Mike Giardullo has been intimately involved with project planning, funding acquisition, design and construction of key projects in both South and Southwest Florida. WEC's projects range from long range planning opportunities as local government staff to capital project planning, to designing numerous FDOT funded projects.

Arcadia Downtown Master Plan

WEC was responsible for managing this project. The project was born from his vision of improving accessibility and aesthetics of the historic district while also creating logical ties into the outer sidewalk, bike lane, and trails plan for the City and County. The original master plan started with the DeSoto County Greenway Master Plan, also developed under the guidance of WEC. Both projects were funded through FDOT's LAP funding. During design of the 1st phase, Mike Giardullo was responsible for reviewing 30/60/90/100 plans and supervising construction activities to ensure compliance with both the design and LAP funding requirements.

Sombrero Beach Road

Mike Giardullo was heavily involved as a lead designer for the redesign of Sombrero Beach Road in Marathon. The plan was to create improved accessibility by adding a bike path within the available right-of-way, but to also create a round-about and textured pavement with elevated crosswalk tables to create traffic calming and improve pedestrian safety. These improvements were critical along the frontage of Sombrero Beach since it was a heavily used tourist destination in Marathon. The project also includes utility relocates and an additional phase for a turn lane and bus shelter at Sombrero Beach Road and US 1 intersection.

DeSoto County Engineer / Capital Project Planning

Every year, Mike Giardullo is responsible for working with the DeSoto Board of County Commissioners to develop their 5-year priority list for local projects which can be submitted to FDOT. Mike holds quarterly meetings with District 1 staff from Arcadia and Bartow to maintain open dialog and improve communications on project priorities, available funding, and budgetary timing for state and local fiscal years.

Morgan Park

Morgan Park is located along the Peace River and offers few amenities. As County Engineer, Mike was responsible for managing the design and construction contracts, assisting with procurement and scope of services development, providing construction inspection services during the construction of the bathroom/trailhead and multiuse trail, which totaled approximately 1 mile from SR 70 through Morgan Park.

Heritage Trail/Knights Key

Mike Giardullo was responsible for leading the design of a trailhead along the Heritage Overseas Trail near Marathon FL. This project was managed by FDEP but funded partially through LAP funds from FDOT. In addition, it was along a trail which is primarily in FDOT right-of-way on US 1. The project involved critical components of designing ADA compliant access to the area adjacent to and partially under the key connecting bridge; as well as planning for a future bathroom facility at the trail head. Both FDEP and FDOT were reviewers of WEC's 30/60/90/100 design plan sets.





This table is a summary of our DeSoto County experience, specifically related to the items identified in the Scope of Services for Grant and Agency relationships/projects (Section 2.C).

Grant Funded Projects in DeSoto County								
Project Name	Grant Type	Owner's Representative	Funding Assistance	Design and Permitting	Construction Administration	Grant Compliance		
Morgan Park (2011-12) 404679-5-58-01	LAP	✓			✓	<b>✓</b>		
Nocatee Sidewalk (2011-12) 425553-1-58-01	LAP	✓			✓	✓		
Bridge Scour Countermeausres (2011-13) 429912-1-58-01, 429903-1-58-01, 429909-1-58-01	SCOP	✓		✓	<b>√</b>	<b>√</b>		
Bike and Pedestrian Master Plan (2011-15)	LAP	✓	✓		✓	✓		
Arcadia Downtown Improvements (2012-15) 404679-7-58-01	LAP	✓	<b>√</b>		<b>√</b>	✓		
Knotts Dairy Road Driveway at SR 31 (2012-13) 432653-1-58-01	JPA	✓	✓	✓	✓	✓		
Carlstom Field Road Reconstruction (2013-15) 433601-1-58-01	SCOP	✓	<b>√</b>	<b>√</b>	<b>√</b>	<b>✓</b>		
Bridge Guardrail Replacement (4) (2013-15) 430102-1-58-01, 430095-1-58-01 430099-1-58-01, 430100-1-58-01	SCOP	✓		✓	<b>&gt;</b>	✓		
Gateway Signs (3) (2012-15)	LAP	✓		✓		✓		
Gateway Signs (2) (2014-2017) 430117-1-58-01, 429839-1-58-01	LAP	✓		✓		✓		
SW Shores Ave. North of CR 760A Improvements (2015-2016) 435097-1-58-01	SCRAP	<b>√</b>	✓	<b>√</b>	✓	<b>√</b>		
NE Roan Street Improvements (2015-2017) 435048-1-58-01	SCOP	✓	✓	✓	✓	✓		
NE Masters Avenue Improvements (2016-2018)	SCRAP	✓	✓	✓		✓		
SW Fletcher Street Improvements (2016-2019)	SCOP	✓	✓	✓		✓		
SW Shores Ave. South of CR 760A Improvements (2016-2018)	SCOP	✓	✓	✓		✓		
Windy Pine Ave. & Magnolia Terrace Improvements (2017-2018) 436649-1-54-01	SCRAP	✓	✓	✓		✓		
Morgan Park Riverbank Restoration (2018-2019) DSR IRMA-DES-007	NRCS			✓	✓			
Spring Lake Stormwater Study (2018) 18CF0001178	SWFWMD		✓	✓				
Nocatee Boat Ramp Restoration (2018-2019)	FEMA			✓				
CR 761 Bridge Scour Countermeasures Improvements (2018-Present)	SCOP	✓	✓	✓		✓		
Reynolds Street Bridge Replacement Improvements (2018-Present) 438574-1-54-01	SCOP	✓	✓	✓		✓		
DeSoto Veterans Memorial Park Boat Ramp (2019-2020)	FWC			✓				
SW Senate Street Improvements (2019)	SCOP	✓	<b>√</b>	✓		✓		
Hillsborough Avenue Improvements (2019-Present)	SCRAP	<b>✓</b>	✓	✓		<b>✓</b>		
SE Durrance Street Improvements (2019-Present)	SCRAP	✓	<b>√</b>	✓		✓		



### Agency Relationship and Coordination/Grant Experience

- State Revolving Funds (SRF) Loans
- Water Management District Grants and Awards
- Legislative Grants and Awards
- Florida Fish and Wildlife

WEC has successfully assisted with grant compliance tasks for over \$300 million dollars in projects. WEC's Director of Engineering, Mike Giardullo, has overseen and been involved with a number of these grants during design and construction including, but not limited to: LAP, SCOP, SCRAP, FDEP/SRF, Water Management District, FEMA, NRCS and FWC (See Pg. 16). In addition to Mike, several WEC staff members have assisted local governments with Grant applications (TIGER I, II, III), development of grant compliance procedures, and training of local government staff for design and construction administration services related to these grants. WEC was successful in helping DeSoto qualify for SRF loans for the US 17 sewer project.

Some example projects where grant/funding assistance were the responsibility of WEC staff include:

- Lettuce Lake Boat Ramp and Park / low cost alternative for the restroom;
- Knight's Key Trailhead and Heritage Trail;
- Sombrero Beach Road Extension and Pathway;
- City of Marathon Sewer, Stormwater, Reclaimed Water & Road Rehabilitation;
- DeSoto County Gateway project;
- DeSoto County Morgan Park Trail and Trailhead;
- US 17 Sewer;
- Lake Suzy Force Main Extension;
- Key Largo Utility Expansion;
- Riverside Drive Force Main Extension.

WEC has been involved with many projects utilizing grant funding administered through a variety of other State and Federal agencies which have complex compliance requirements. They include State Loan Revolving Fund (FDEP), Florida Department of Transportation (SCOP/SCRAP), Housing Urban Development (HUD), Army Corp of Engineers (ACOE), and Congressional Earmark funding.

Our full-service engineering company has aided many clients, both in the municipal and private sectors, in obtaining available funding to support their project. For example, WEC provided funding assistance and aided the City of Marathon in the procurement of \$3.3 million in grant funding and \$10.3 million in State Revolving Fund Loans to offset the costs of the \$27 million stormwater retro-fit system. Grant funding was obtained from both Local Agency Program (LAP) and American Recovery and Reinvestment Act (ARRA) / TIGER grants, as well as multiple grants from the South Florida Water Management District for this multiphase infrastructure public works project. A short time ago, the State Revolving Loan Fund announced new projects and WEC was involved in providing funding assistance with two of the six new projects qualifying for funding. For several years, WEC maintained involvement and provided assistance in receiving upwards of 60% of the SRF funds offered in any one calendar year. WEC is also responsible for ensuring that the projects which receive funding are constructed in compliance with the grant requirements. This involves having educated construction staff monitoring the individual and unique grant requirements, providing detailed records and meeting regularly with auditing staff throughout construction.



Additional Similar Project Experience
The following table identifies a few examples of similar projects and services provided as outlined in the RFQ Scope of Services.

Additional Similar Projects								
Project Name	Funding Type	Owner's Representative	Funding Assistance	Design/ Permitting/Study	Construction Administration	Grant Compliance		
Harborwalk West Zone 7	LAP			✓	✓	✓		
Sombrero Beach Road Ext	LAP	✓	✓	✓	✓	✓		
FDEP Overseas Heritage Trail	LAP			✓	✓	<b>✓</b>		
Little Venice Phase II Stormwater and Paving	LAP	✓	✓	✓	✓	✓		
Little Venice Phase IA Stormwater and Paving	LAP	✓	✓	✓	✓	✓		
Marathon Sewer, Stormwater, Roadway	LAP/ARRA/ SRF	✓	✓	✓	✓	✓		
MLK, Jr. Blvd Intersection Improvements	Sales Tax			<b>✓</b>	✓	<b>\</b>		
Marco Island NPDES Stormwater Management	Local			✓				
Saralakes Stormwater	Stormwater Tax			✓				
Glades County, Aspen Boulevard	SCOP/SCRAP				✓	<b>✓</b>		
Glades County, Birchwood Parkway	SCOP/SCRAP				✓	<b>\</b>		
Hendry County, Fort Denaud Road (Phase 2)	SCRAP			<b>✓</b>		<b>✓</b>		
Hendry County, W.C. Owen Avenue	SCOP/SCRAP			<b>✓</b>		<b>\</b>		
Hendry County, CR 78 Sidewalks	LAP			✓		<b>✓</b>		
Hendry County, Francisco Street	SCOP/SCRAP			✓		<b>✓</b>		
Hendry County, Fort Denaud Road (Phase I)	SCOP/SCRAP			✓		✓		
Hendry County, CR 78 Phase VI	SCOP/SCRAP			✓	✓	✓		
Hendry County, CR 78 Phase III	SCOP/SCRAP			✓	✓	✓		
Hendry County, CR 78 Phase II	SCOP/SCRAP			✓	✓	<b>✓</b>		
Hendry County, Helms Road Multi Use Path	CIGP			✓	✓	<b>✓</b>		
Highlands County, Thunderbird Road Sidewalks (West)	LAP				✓	✓		
Highlands County, Thunderbird Road Sidewalks (East)	LAP				✓	✓		
Okechobee County, Micco Bluff Road	SCOP/SCRAP			✓		✓		
Okechobee County, NE 34th Avenue	SCOP/SCRAP			✓		<b>√</b>		



## III. Key Personnel (Category 2)



## **Organizational Chart**

- 1.a Organization of key members (\*resume included)
- 1.b. Mike Giardullo is authorized to enter a contract on behalf of the company with no limiting amounts. (^)
- 2.a. WEC will team with Johnson Engineering (an Apex Company) which is an independent entity. WEC also intends to work with the County staff for services available in-house. For any minor services that are later identified, WEC will recommend a subconsultant to fit that project or assist DeSoto County to acquire the needed services.



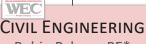
## DESOTO COUNTY DEPARTMENT DIRECTORS

- Utilities Director
- Planning Director
- Road & Bridge Director
- Landfill Director
- Parks & Recreation Director
- Admin/Purchasing Directors

COUNTY ENGINEER
Michael Giardullo, PE\*^

#### **ENGINEERING DIVISION STAFF**

- Right of Way Inspector
- Administrative Coordinator



Robin Palmer, PE\* Ashlie Maberino, PE\* Davin Helgesen, PE Luli Ramalle, EI

## STRUCTURAL ENGINEERING

Brian Corso Max Morgan, PE\* Tim McConaghy, PE Damini Ettam

## ENVIRONMENTAL

Laura Herrero\*
John Curtis, CSE
Gary Nychyk
Greg Thomas, CE

WEC

## UTILITIES

Steve Suggs, PE\* Ed Castle, PE\*

#### JOHNSON ENGINEERING — An Apex Company —

WEC

Michael Dickey, PE\* David Trouteaud, PE

## TRAFFIC ENGINEERING

Ryan Bell, PE, PTOE\*
John Glenn, PE\*
Leah Holmes, PE
Josh Hildebrand, PE, PTOE

## CONSTRUCTIONS SERVICES

WEC

Davis Johanson Carlos Giraldo Dillon Wright

IOHNSON ENGINEERING An Apex Company

Vee Lofton

## GIS

Beth Strong Tom Glidewell

Marina Guirguis





Mr. Giardullo has been with Weiler Engineering (WEC) for over 19 years and serves as the Principal in Charge and Project Manager and on various projects. Under his responsible charge, Weiler Engineering has designed, permitted, and provided construction engineering services for projects in Southwest Florida. Mr. Giardullo is experienced in permitting projects through FDOT, FDEP, SWFWMD, and various municipalities throughout Southwest Florida and the Florida Keys and specializes in the obtaining funding and administering grant funded projects for local agencies through agencies/programs such as FDEP, FDOT SCOP, SCRAP and LAP, NRCS, SWFWMD, CIGP, CDBG and others.

#### REPRESENTATIVE PROJECTS

#### DeSoto County Continuing Engineering Services —DeSoto County, FL

Since 2011, WEC has served as the County Engineer for DeSoto County providing ongoing support for a variety of roadway, bridge, drainage, park, pathways and boat access projects. WEC provides grant assistance, design and permitting, project management and construction engineering and inspection services. Mr. Giardullo has led these efforts. Following major storm events, Mr. Giardullo has led teams to perform damage assessment to facilities, bridges, parks and structures. Mr. Giardullo has coordinated with FDOT, FEMA, FHWA and other agencies to seek funding for improvements and have emergency and permanent repairs performed. Through the scoping of these project. Mr. Giardullo has been successful at adding mitigation efforts to the scope of work of grant/FEMA funded projects to rebuild most robust infrastructure less susceptible to damage from future storm events.

#### 10th Avenue and East Cypress Utility Replacement-Arcadia, FL

Project Manager / Engineer of Record The City of Arcadia hired Weiler Engineering to perform the design of major road improvements to these two City streets. The project received funding through the FDOT. As a separate work authorization, WEC replaced the existing sewer and water infrastructure within the project limits. The design included water mains, sewer force mains, gravity sewer mains, water and sewer lateral, man holes and conflict structures. Mr. Giardullo served as the project manager and engineer of record. He

conducted numerous design and field meetings with City staff. The project was delivered on time and within budget.

#### Harborwalk and Seawalls—Punta Gorda, FL

Mr. Giardullo served as project manager for this waterfront infrastructure and linear park project. The Harborwalk involves 3.3 miles of prime harbor frontage owned by the City of Punta Gorda. In addition to the design and permitting of a multi-use recreational trail which ranges in width from 10-ft to 30-ft, he was responsible for numerous park improvements including, restroom facilities, gazebos, picnic pavilions, a play ground, bocce courts, beach clean up, a small sailboat launching facility, seawall replacement parking areas, 8 separate stormwater management systems using retention treatment, roadway improvements, and pedestrian bridges. 5 Phases of this project involved the analysis of different types of seawalls and the engineering of repairs and replacement. Mike was responsible for the permitting of these improvements through the FDOT, the SWFWMD, the ACOE, the Charlotte Harbor Aquatic Preserve and FWC. In addition to providing regular updates to the Punta Gorda City Council, Mr. Giardullo also hosted public forum meetings to gain input from the general public

#### Live Oak Point Park Improvements—Punta Gorda, FL

WEC was originally contracted by the County to complete an in-depth assessment of three areas of the existing Live Oak Point Park. The assessment look at multiple alternatives to address the settlement and erosion issues that are occurring at the park. WEC was later contracted to design, permit, and provide construction services for these improvements. We are currently near the end of the design phase for this project. Permitting efforts included coordination with FPL, FDOT, SWFWMD, and ACOE. Mr. Giardullo is the Engineer of Record for this project. He was responsible for the design and permitting oversight, bidding assistance, and construction services oversight.

#### South County Regional Park Improvements—Charlotte County, FL

Mr. Giardullo was the Project Manager for this project. He oversaw the design, permitting, and construction services. This project consisted of the construction of a new tennis/pickleball court, additional sidewalks to promote connectivity within the park, resurfacing the existing tennis/pickleball courts to a dedicated pickleball court, and the construction of a new R/C car observation platform. This project required a minor modification through SWFWMD and permitting through Charlotte County DRC.





Ms. Palmer is a Professional Engineer. She has been with Weiler Engineering for 11 years. She is an active member in the Peace River Engineering Society and Past President. Ms. Palmer also served for 4 years on the conference planning committee for the annual Southwest Florida Water Resource Conference held in Ft. Myers. In 2015, Ms. Palmer was recognized by the Governor for her first place award in technical writing at the ASCE Florida Section Annual Conference. She has served as the project manager for over 60 projects for the FDEP since 2016.

#### REPRESENTATIVE PROJECTS

#### Liverpool Boat Ramp Replacement, Arcadia, FL

Ms. Palmer served as the Project Manager and Civil Engineer of Record for the replacement of the single lane boat ramp and dock at Liverpool Park. The existing fixed dock was replaced by a floating dock to make vessel loading safer. The shoreline was stabilized using steel sheet panel walls and rip rap. The project was permitted through the FDEP and USACE. The project was funded by the FWC Florida Boating Improvement Program (FBIP). WEC assisted DeSoto County with the grant assistance, design, permitting, and construction assistance throughout the project.

#### Centennial Park and Harold Ave Park Sidewalk, Port Charlotte, FL

Ms. Palmer served as the Project Manager and Engineer of Record for the new walking paths at Harold Ave and Centennial Park. The Harold Ave. sidewalk was 914LF and extended around the baseball fields and connected into the existing

sidewalks. The Centennial Park sidewalk was 2,168LF and wrapped around the existing soccer fields. Ms. Palmer was responsible for the design and permitting of this project and is currently working with County on the construction phase.

#### Charlotte County Wayfinding, Charlotte County, FL

Ms. Palmer served as the Project Manager for the design of wayfinding signs for parks throughout Charlotte County. Using a Regional Park and a Community Park as base models, Ms. Palmer coordinated with Charlotte County, Graphic Designer, and Structural Engineer to produce signate for vehicular traffic, pedestrian signs, and smaller identification signs for sport field and sport court labeling.

#### Bissett Park Master Plan, Charlotte County, FL

Ms. Palmer worked on two (2) projects at Bissett Park, a community park, within Charlotte County. Under the first scope of work, Ms. Palmer was the Project Manager for the Master Plan for the park. This Master Plan included phasing of new amenities within the park such as walking paths, disc golf course, outdoor exercise equipment, skate park, docks, parking, and a new recreation center. Under the second scope of work (Phase I of Master Plan improvements), Ms. Palmer served as the Project Manager and Engineer of Record for the design of walking paths, additional parking, skate park, and the master stormwater system for the park.

#### Spring Lake Stormwater Study-Lake Suzy, FL

Ms. Palmer served as the Design Engineer for the Spring Lake Stormwater Study. Ms. Palmer conducted multiple site visits, interviews with residents, and modeled the 2.5mi section of the drainage swale for recommendations on relieving the flooding of nearby residential neighborhoods. Ms. Palmer used ICPR to assess various options for solutions to the flooding at local subdivision. Ms. Palmer analyzed multiple ditch obstructions to determine which items impacted the flow of the 12sq mi. watershed through the drainage ditch. Ms. Palmer assisted with the grant application process through the Cooperative Funding Initiative with SWFMWD and completed the Benefit Cost Analysis for the project to obtain State funding. Ms. Palmer examined existing elevation, flood zone information, property ownership, property values, environmental impacts, and permitting requirements to determine which solution was the most cost effective.





Mrs. Maberino is a graduate from Florida Gulf Coast University with a Bachelor of Science in Civil Engineering. Mrs. Maberino has been with Weiler Engineering for 5 years with a total of 7 years of experience in site development. Utilizing Mrs. Maberino's experience is in permitting, utility studies, utility management, stormwater design, and construction engineering and inspection services. With Mrs. Maberino's expertise as a Civil engineer she has ample experience with SFWMD, FDOT, FDEP, and other permitting agencies on many projects.

#### REPRESENTATIVE PROJECTS

#### Sunset Blvd East Sidewalk and Marathon Blvd Pathway - Charlotte County, FL

Mrs. Maberino recently completed the design and permitting for the Sunset Blvd East Sidewalk and the Marathon Blvd Pathway Projects. She was responsible for the permitting and is currently responsible for the construction Engineering and Inspection for both roadway sidewalks and Pathways. Mrs. Maberino has been responsible for the design as well as the coordination with the utilities and regulatory agencies. She also was integral in coordinating with SWFWMD to determine that the swale volumes were not being decreased by construction of the sidewalk

#### Grassy Flats Resort - Key West, FL

WEC was contracted to design the utility system and stormwater management system for a 28-room resort and restaurant in the Florida Keys. As the Design Engineer on the project, Ms. Maberino assisted with the stormwater design utilizing exfiltration trench to maximize the developable area. Ms. Maberino used ICPR3 to model the system, completed an engineering report, and submitted for permitting through SFWMD for the stormwater management design. Ms. Maberino worked on the potable water, gravity

sewer, and lift station design for the project and completed the permitting required through the FDEP and Florida Keys Aqueduct Authority.

#### Live Oak Point Park Improvements, Punta Gorda, FL

WEC was originally contracted by the County to complete an in-depth assessment of three areas of the existing Live Oak Point Park. The assessment look at multiple alternatives to address the settlement and erosion issues that are occurring at the park. WEC was later contracted to design, permit, and provide construction services for these improvements. We are currently near the end of the design phase for this project. Permitting efforts included coordination with FPL, FDOT, SWFWMD, and ACOE. Mrs. Maberino has been responsible for the design and permitting of this project. This project is currently in the final stages of permitting and 100% plans are ready pending the permit approvals.

#### SW Hull Avenue Improvements – DeSoto County, FL

WEC was contracted to design and permit roadway improvements for the 5.45 miles of roadway along SW Hull Avenue from SW Senate Street to US 17. This project was funded through FDOT's Small County Outreach Program. Improvements to the roadway and railroad crossings were essential to ensure the safety of pedestrian traffic. As the design engineer, Ms. Maberino assisted in the design of the roadway and cross pipe replacements as well as the obtaining an exemption through SWFWMD.

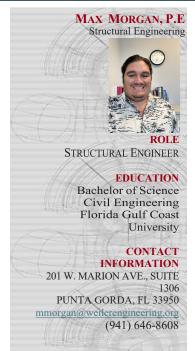
#### King and Baker Drainage Improvements - DeSoto County, FL

WEC was contracted to design, permit, and perform CEI services for the existing drainage System along SE Baker Street in Arcadia Florida. This project is funded through the CDBG-MIT. The design looked at multiple alternatives including replacing the existing 66-inch CMP with 66-inch HDPE and lining the existing 66-inch CMP with CIPP lining. As the design engineer, Ms. Maberino assisted with the design alternatives and obtained an exemption through SWFWMD for both alternatives. The design is complete and construction is anticipated to begin in the Spring of 2025.

#### NE Cubitis Avenue Improvements – DeSoto County, FL

WEC was contracted to design and permit roadway improvements for the 3.83 miles of roadway along NE Cubitis Avenue from US 17 to NE Mckay Street. This project is funded through FDOT's Small County Outreach Program. Improvements to the roadway is essential to ensure the safety of pedestrian traffic. As the design engineer, Ms. Maberino is assisting in the design of the roadway and cross pipe replacements as well as the obtaining an exemption through SWFWMD. The Exemption has been obtained and the final plans will be delivered to DeSoto County soon.





Mr. Morgan is a graduate from Florida Gulf Coast University with a Bachelor of Science in Civil Engineering. Mr. Morgan has been with Weiler Engineering for 7 years. Mr. Morgan's experience is in permitting, waterfront structures, and material selection expertise. Through his role as a Design Engineer, Mr. Morgan has worked with local governmental agencies and municipalities for structural design to ensure design is uniform and flows with the intended vision of the client. Mr. Morgan has worked with SWFWMD, ACOE, FDOT, FDEP, and other permitting agencies on many projects.

#### REPRESENTATIVE PROJECTS

#### Veterans Park Expansion and Rehabilitation – DeSoto County, FL

Funded in part by a grant from FWC, this project consisted of a new boat ramp and parking area. Mr. Morgan was a member of the structural design team, where he assisted with the structural calculations for the boat ramp foundation and served as the primary draftsman. For the construction phase of the project, he served as the project manager and primary point of contact for the client and contractor. As part of his duties, he reviewed documents from the contractor, including applications for payment and submittals. Additionally, he performed field inspections when required and advised site personnel when conflicts were discovered.

#### Regional Wastewater Treatment Plant Rehabilitation - DeSoto County, FL

The existing WWTP in Arcadia was in severe disrepair and underutilized, with only one half of the plant in operation at the beginning of the project. Mr. Morgan has been involved with this project since the project began in 2020 and continued to oversee progress until final completion. Under the oversight of the engineer of record, he designed the new concrete headworks platform for the static screen system and was the primary draftsman during the entire design phase. For the continuing construction phase of the project, he has performed multiple and varied inspections, as well as project management duties. Besides typical construction progress inspections, he performed specialized coating inspections for the new proactive system on the rehabilitated steel tanks. He was also responsible for reviewing and approving contractor submittals, attending regular progress meetings, reviewing inspection reports, and facilitating communication between the engineer of record and the client.

#### Marina Dry Boat Storage Facility - Garrison Bight SMI - Key West, FL

Design of a new boat storage facility in a developed area on a relatively small lot. To facilitate the dry storage of customers' boats, the client intends to use a Wiggins Marina Bull, a large special purpose forklift with an operational weight of potentially over 100,000 pounds. A specially designed slab was required to accommodate this equipment in addition to typical marina facilities, including a seawall capable of withstanding the loads from the forklift.

#### Hurricane Ian Seawall Repair and Replacement - City of Punta Gorda - Punta Gorda, FL

Damage from Hurricane Ian in 2022 affected miles of seawall along waterfront residences in the City of Punta Gorda. The length of replacement requires continuous construction and inspection, with suboptimal conditions encountered periodically. Some locations require custom solutions to field conditions. Structural guidance and oversight is provided as needed.



## LAURA BRADY HERRERO Environmental



lherrero@johnsoneng.com 239.461.2457

## Years Experience 31 years

#### **Education/Training**

B.S. Ecology (1993), University of Illinois

Master's Work in Env. Sciences University of Alaska Anchorage (1997-1999)

Certified Ecologist, ESA

FAA Qualified Wildlife Biologist

Authorized Gopher Tortoise Agent with the FWC (GTA-13-00022)

## **Professional Affiliations**Ecological Society of America

Florida Association of Environmental Professionals (Past Chapter President)

> Florida Airports Council Environmental Advisory Committee Member

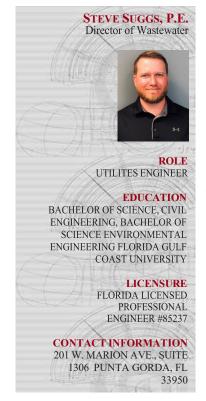
Laura joined the firm in 2000 and serves as director of the firm's water resources and environmental consulting team, whose ecologists have more than 100 years of combined experience. As a certified ecologist, her duties include State and Federal wetland jurisdictional determinations, protected species surveys, habitat and species management plans, coordination and permitting with the Florida Fish and Wildlife Conservation Commission (FWC) and U.S. Fish and Wildlife Service (FWS), FWS Biological Assessments and Biological Opinions, wetland/listed species mitigation proposals and mitigation monitoring, Environmental Resource Permit and Federal Dredge and Fill applications, as well as follow-through to permit issuance and post-permit compliance. She is also an FWC Authorized Gopher Tortoise Agent, Federal Aviation Administration Qualified Wildlife Biologist, and FWS qualified caracara observer with over 1,600 hours of caracara survey experience and 40 nests found to date. Laura has served as the Project Manager and/or environmental lead for the permitting of many private and public sector projects and has provided expert witness testimony regarding ecological issues related to Lee and Collier County zoning cases.

#### **Relevant Experience**

- **Town of Ft. Myers Beach** Lead ecologist on the Phase IA watermain and drainage improvement project (sub-consultant to Mitchell & Stark) performing jurisdictional determinations, eagle monitoring, Coastal Construction Control Line (CCCL) permitting with the DEP, and assisting in evaluation of design changes to avoid impacts to mangroves and Estero bay.
- Joel Boulevard Park, Lee County Johnson Engineering laid the ground work with a wetland determination, complete survey and site analysis services necessary before beginning the park concept plan. The Park Concept plan has been designed to include the elements the County envisioned for this passive park which include: a signed entry, parking lot facility and parking for school buses, picnic areas, tot lot and playground, a restroom, an outdoor environmental classroom, acres of agricultural operations for both uplands and marsh crops, acres of created wet marsh for wildlife habitat and environmental education, an area of existing Gopher Tortoise preserve, and miles of accessible trail throughout all areas of the park.
- SFWMD Crested Caracara Monitoring Served as lead field ecologist working on the Kissimmee River Post-Restoration Monitoring of the Crested Caracara along the Kissimmee River Restoration Cornidor, trained by Joan Monison, Ph. D., and permitted by FWS under Dr. Monison's permit, to capture and fit sub-adult caracaras with a radio transmitter (2000-2003); C-43 West Storage Reservoir caracara nest location surveys and productivity monitoring, assistance with trapping and banding and post-tagging monitoring (2015 current); C-139 Annex Restoration nest location surveys and productivity monitoring (Phase I and portions of Phase 2, January 2018-current nesting seasons
- Lee County DOT Wetland delineations, wetland functional assessments, mitigation proposals, listed species surveys, and State and federal permitting for Alico Road Corridor Study, Alico Road Widening, Gladiolus Drive Widening, Six-Mile Cypress Parkway Widening, A&W Bulb Road Safety Improvements, and Fiddlesticks Bike Path.
- ¬ Lee County Public Works Permitted and oversaw construction and monitoring of the Section 33 Regional Mitigation Site; designed and permitted the Wild Turkey Strand Site 90 Mitigation Area just north of Alico Road; both of these projects included coordination with U.S. Fish and Wildlife Service for determination of available panther and wood stork mitigation.
- ¬ Lee County Port Authority Provided environmental analysis to assist with the RSW Comprehensive Plan Amendment to support permitting of 200 acres of non-aviation development; State and Federal environmental permitting for Skyplex Boulevard and Phases I and II of the RSW Remediation of Hazardous Wildlife Areas; assisted with the permitting of the Midfield Terminal Expansion and Mitigation Park, the RSW and FMY Wildlife Hazard Assessments; and the implementation of the associated Wildlife Hazard Management Plans.
- Babcock Ranch Community Conducted wetland delineations and functional assessments of both wetland impacts and mitigation areas on approximately 17,800 acres; freshwater biomonitoring utilizing fish and macroinvertebrates; wildlife surveys; Environmental Resource Permitting; preparation of the mitigation plan which includes 6,800 acres of onsite mitigation and 5,900 acres of mitigation on the State owned portion of the Babcock Ranch Preserve.







Mr. Suggs has extensive experience in municipal and commercial projects with over 12 years specilizing in waste water treatment design and utility design indcluding water, sewer and roads infulstructure. He has worked on various projects ranging from civil site design, wastewater treatment plant design, wastewater collection system design, mechanical piping design, potable water distribution design, and structural design. His 10+ years of project management experience is a valuable assest throughout design and construction phases. He is based out of WEC's Marathon FL office and manages design and CEI staff day to day operations.

### REPRESENTATIVE PROJECTS

**DeSoto County General Engineering Services**: Mr. Suggs has assisted with multiple projects for DeSoto County over the past several years mainly in wastewater collection and operations. Mr. Suggs has performed assessments of both the DCR and DCI waste water treatment plants. He has assisted with the Lake Suzy odor control issues as well as advised staff on design of interconnections in the Lake Suzy system and future considerations from new developments.

DCR & DCI WWTP Assessment: Mr. Suggs performed an assessment of both the DCR and DCI WWTPs to determine the current state of the system and how best to approach rehabilitation of the WWTPs to increase capacity. During this evaluation he inspected equipment, contacted manufacturers, put together cost analysis and discussed known issues with DCR staff. This resulted in a report that presented several courses of action that DeSoto County could take to increase their capacity in the most cost-effective manner while utilizing existing equipment as much as possible. As part of the assessment the, Mr. Suggs determined the main cause of the quick degradation of the DCR WWTP equipment to be attributed to excessive hydrogen sulfide formation and proposed measures to help reduce the levels and further protect the WWTP equipment.

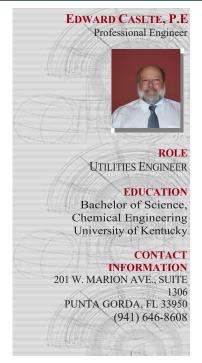
**DCR WWTP Rehab**: Mr. Suggs is currently designing and project managing the rehabilitation design for the DCR WWTP. The design includes the addition of a new concrete headworks platform with integrated primary screening devices, a hydrogen sulfide resistant advanced epoxy coating system, rehabilitation of the odor control system, addition of air diffusers in the anoxic zone to convert the process to conventional activated sludge, the addition of a sodium hydroxide dosing system to adjust for alkalinity and reduce hydrogen sulfide formation, as well as steel repairs to the existing treatment tanks. The project also requires a FDEP permit modification to change the treatment process to conventional activated sludge.

Marathon FL Area 3, 4, & 5 WWTP Upgrades: Mr. Suggs worked closely with Marathon City staff to determine what improvements would best serve the City at these three WWTP locations. This resulted in the design of 75,000 gallon influent equalization tank and associated equipment at the Area 3 WWTP along with a new disc filter & platform as well as headworks modifications. At the Area 4 WWTP a disc filter and platform were designed as improvements. Area 5 WWTP improvements consisted of membrane bioreactor (MBR) modifications, EQ tank pump modifications, piping modifications and the design of a new stand alone headworks facility for increased screening required by the new MBR upgrades. Mr. Suggs was responsible for the majority of the design for the project which included, civil components, structural components, electrical components, future planning, and state permitting through FDEP. During construction, Mr. Suggs managed the project during all phases to ensure the project was completed in accordance with the project specifications.

Marathon FL Area 3 Pretreatment: In 2019 The City of Marathon was awarded grant funding by the USACE that had tight deadlines for the money to be spent. Mr. Suggs designed a pre-treatment system to be installed in the Area 3 equalization tank as well as the City Marina that could be constructed within the grant funding timeline. The project included a structural platform, piping work, electrical design, and wastewater process modification. Mr. Suggs managed the project CEI phase during construction. The project was completed within the grant requirements, on schedule and within budget.

Key Largo Vacuum Tank Rehabilitation: The vacuum tank at station E had a coating failure that resulted in holes forming the vacuum tank. In order to repair the damage, the system needed to be taken offline for an extended period of time. However, given the layout of the system, this is not possible as the tank is a critical component. Mr. Suggs along with WEC staff came up with a temporary tank setup solution that required the vacuum mains to be rerouted and utilized the existing sewage pumps so that the tank could be taken down for repairs. This was an innovative solution as it was the first vacuum tank repair done while keeping the collection system active. Mr. Suggs was the design engineer and project manager during construction.





Mr. Castle has over thirty-five (35) years experience in planning, design, construction, operation and management of wastewater and water utilities. He has been a full-time resident of and has been working on wastewater projects in the Florida Keys since 1989. He is licensed as a Professional Engineer and as a Class A Wastewater Treatment Plant Operator in the State of Florida. He graduated from the University of Kentucky with a Bachelor of Science degree in Chemical Engineering with emphasis on water pollution control.

#### REPRESENTATIVE PROJECTS

City of Marathon: Mr. Castle has been providing engineering services to the City's Utilities Department for wastewater and stormwater matters for 20 years. Mr. Castle's recent projects for the City include: Design & permitting of the expansion of the Area 3 WWTP; Permit renewals for the City's 5 WWTPs; Compliance assistance with FDEP's above-ground storage tank program; Upgrades to the Chemical Feed Systems at the WWTPs; Upgrades of the filtration systems at the WWTPs; the 39th Street and the Sombrero Boulevard pump-assisted storm drainage systems; Power conditioning for WWTPs; Evaluation of WWTP effluent disposal options; and many other miscellaneous projects for the Utilities Department.

Key Largo Wastewater Treatment District: Mr. Castle has served as the Engineer of Record for the District for 20 years and attends weekly staff meetings and semi-monthly Board meetings. Mr. Castle has directed his staff on many District projects including: Expansion of the AWT plant from 2.1 MGD to 3.45 MGD; Design & construction of a 1.0 MG digester; Design & construction of the District's solar energy system at the WWTP and the vacuum pump stations; Deep injection well permit renewal and mechanical integrity testing; Emergency vacuum trailer and vacuum pump station modifications project; Design of filtration upgrades at the WWTP; and; Design & construction of the collection system monitoring system. Mr. Castle assists the District in preparation of its annual operating and capital projects budgets and administration of grant programs through the FDEP Stewardship and USACOE grant programs.

KW Resort Utilities: Mr. Castle was project manager for much of the collection system design and construction administration, including connecting the Monroe County Detention Center, the Key West Botanical Gardens and the Florida Keys SPCA wastewater systems to the KW Resort Utility wastewater facility. Other recent projects include; Expansion of the AWT wastewater treatment plant from 0.499 MGD to 0.849 MGD; Implementation of SCADA with remote monitoring & control; Serving as Expert Witness in PSC rate adjustments; Design & permitting of the Shrimp Road force main; Design & permitting of the College Road reclaimed water distribution main. Currently underway: Replacement of the electrical distribution system for the WWTP; Upgrade of WWTP aeration system.

**DeSoto County:** Mr. Castle has assisted DeSoto County with development of its Wastewater Masterplan, including plans for expansion of its service area and expansion of its regional WWTP. As part of these efforts, Mr. Castle prepared the shut-down and moth-balling of the DeSoto Correctional Institute WWTP, assisted in conceptual plans for expansion of the DeSoto County Regional WWTP and is currently providing design review for final plans for expansion of the DeSoto County Regional WWTP.



## MICHAEL DICKEY, PE Principal/Utility Engineer



mdickey@johnsoneng.com 239.461.2455

#### Years Experience 28 years

## **Education/Training**B.S. Civil Engineering (1997), University of South Florida

## **Licensing & Registration**Florida Professional Engineer, License No. 60057

## **Professional Affiliations**American Water Works Association

Serving as the firm's director of the utilities market group, Mike has 28 years of experience on utility projects. His project experience includes master planning, hydraulic modeling, design of water distribution systems, wastewater collection systems, irrigation systems, and pumping facilities. Prior to joining Johnson Engineering, Mike worked for a local utility contractor which gave him a unique perspective of how the utilities he designs today come together in the field. With both utility design and construction experience, Mike has a comprehensive understanding of the entire utility development process from planning to design, to permitting through construction. He knows how to develop a design that works both in theory and in practice.

#### **Relevant Experience**

- Northeast Service Area WWTP, IQ & Potable Booster Pump Stations, Collier County Utilities Johnson Engineering is a member of a design-build team that is constructing an interim wastewater treatment plant (WWTP), potable water pumping and storage facilities, irrigation water facilities, and pipeline infrastructure for Collier County. The interim WWTP will have a capacity of 1.5 MGD and will serve Collier County's Northeast Service Area. Johnson Engineering's role in the project includes surveying, site development plans, pipeline design, electrical design, development of a groundwater monitoring plan, and permitting assistance. The project is expected to be completed in 2021 at a cost of approximately \$75 million.
- 91st & 92nd Street Water Main Replacement, Collier County This project consisted of the replacement of approximately 10,000 linear feet of 12" and 8" water main in Collier County along 91st and 92nd street located within the Naples Park area. Key design elements included identifying an alignment within congested rights of way that would accomplish project goals while minimizing impacts to the existing residents and allow the existing asbestos cement water main to remain in service during construction. Design also included provisions to remove the entire AC water main once the new system was in service, Johnson provided the survey, design, permitting and bidding service for this project.
- Vanderbilt Cul-de-Sacs Water Main Replacement, Collier County This project consisted of the replacement of approximately 16,000 linear feet of 8" and 4" water main in Collier County along Vanderbilt Drive and finger streets between Vanderbilt Beach Road and Immokalee Road. Key design elements included identifying an alignment within congested rights of way that would accomplish project goals while minimizing impacts to the existing residents and allow the existing asbestos cement water main to remain in service during construction. Design also included provisions to remove the entire AC water main once the new system was in service. Johnson provided the survey, design, permitting and bidding service for this project.
- Priority I Water Main Replacement, Bonita Springs Utilities This project consisted of the replacement of approximately 24,000 linear feet of 12", 8" and 4" water main in Bonita Springs along various streets located in between Bonita Beach Road and the Imperial River. Key design elements included identifying an alignment within congested rights of way that would accomplish project goals while minimizing impacts to the existing residents and allow the existing asbestos cement and class pipe water mains to remain in service during construction. Design also included several directional drills to cross creeks and other environmentally sensitive areas. Project also required close coordination with the City of Bonita Springs who owned and maintained the road rights of way. Johnson Engineering provided the survey, design, and permitting, bidding service and construction administration for this project.
- Phase I Water Main Replacement and Drainage Improvements, Town of Fort Myers Beach This project designed and constructed by means of design-build basis and included the replacement of approximately 30,000 feet of water main and the improvement of drainage facilities within the basin based neighborhood, Laguna Shores, and Bay Beach Lane areas on Fort Myers Beach. This project included construction through dense residential, multi-family, large condominium communities and busy commercial areas. Johnson Engineering is providing solutions to meet the challenge of construction through narrow ROWs while maintaining access and appearances during the important tourist season. We provided survey, design, permitting, and construction phase services for this project.





## RYAN BELL, PE, PTOE Director of Transportation



rbell@johnsoneng.com 239.461.3310

#### Years Experience 27 years

#### **Education/Training**

B.S. Civil Engineering (1998), University of Florida

Intermediate MOT

Advanced MOT

Asphalt Level I & II

QC Manager

## Licensing & Registration

Florida Professional Engineer, License No. 60010

Professional Traffic Operations Engineer (PTOE)

#### **Professional Affiliations**

American Society of Civil Engineers

National Society of Professional Engineers

Florida Engineering Society

Ryan joined Johnson Engineering in 1998 and is the firm's director of transportation. He has worked on various projects throughout Southwest Florida and is familiar with the design and permitting procedures of the local municipalities as well as the Florida Department of Transportation (FDOT). Ryan's primary experience includes planning, traffic, design, permitting and construction engineering and inspection (CEI) of transportation improvement projects. He has served as design project manager as well as CEI project engineer. This range of experience provides him a firm understanding of the overall process involved with transportation improvement projects from inception to final completion.

#### **CEI Experience**

- **¬** County Road 763, DeSoto County Ryan recently served as the senior PE on this approximately 10 mile SCOP and SCRAP funded resurfacing project. This project included milling and resurfacing, full depth base repair and dranage improvements.
- **¬** County Road 661, DeSoto County Ryan recently served as the senior PE on this approximately 8 mile SCOP and SCRAP funded resurfacing project . This project included milling and resurfacing, full depth base repair and drainage improvements.
- ¬ Avenue R, City of Moore Haven Ryan recently served as the CEI senior PE on this reconstruction and resurfacing SCOP funded project. Roadway work included; roadway and base reconstruction, resurfacing and shoulder improvements.
- ¬ 6<sup>th</sup> Street, City of Moore Haven Ryan recently served as the CEI senior PE on this milling and resurfacing SCOP funded project. Roadway work included; milling and resurfacing, drainage improvements, sidewalk construction and signing and pavement marking.
- Aspen Boulevard, Glades County Ryan recently served as the CEI senior PE on this SCOP and SCRAP funded resurfacing and drainage improvement project. Roadway work included; routing and sealing existing pavement, reconstruction of cross drains and asphalt overlay.
- Birchwood Parkway, Glades County Ryan recently served as the CEI senior PE on this SCOP and SCRAP funded resurfacing and drainage improvement project. Roadway work included; routing and sealing existing pavement, reconstruction of cross drains and asphalt overlay.
- County Road 78, Hendry County Ryan recently served as the Design EOR and CEI senior PE for the construction of approximately one and a half miles of roadway widening, box culvert extension and milling and resurfacing. This project consisted of multiple phases, all funded by FDOT through their SCOP and SCRAP programs.
- Helms Road, Hendry County Ryan recently served as the Design EOR and CEI senior PE for approximately three miles of new four-lane urban roadway improvements. This project was FDOT grant funded through CIGP. Construction funding for this project was disbursed over several years, as such the project was designed and constructed in phases.
- C.R. 832 (Keri Road), Hendry County Senior project engineer for CEI on 13 miles of milling, resurfacing, shoulder construction and isolated base reconstruction of this two-lane rural roadway in central Hendry County. This was an ARRA stimulus project administered by FDOT and recently completed.
- C.R. 832 (Keri Road), Hendry County Senior project engineer for CEI on 13 miles of milling, resurfacing, shoulder construction and isolated base reconstruction of this two-lane rural roadway in central Hendry County. This was an ARRA stimulus project administered by FDOT and recently completed.
- Colonial Boulevard Widening, Lee County CEI project engineer for three miles of four to six-lane roadway widening including widening of the bridge over Six Mile Cypress Slough
- Three Oaks Imperial Parkway, City of Bonita Springs CEI project engineer for four miles of new four-lane roadway and one mile of four to six-lane widening construction including a 285-foot bridge, drainage and signalization.
- Alico Road Widening, Lee County CEI project engineer for three miles of two to sixlane roadway widening construction including drainage, utilities, signalization and canal construction
- Gasparilla Rd (CR 771), Charlotte County Design EOR and CEI Senior PE for this CM at Risk project including 2.5 miles of 2 to 4 lane widening with associated utility relocation, drainage, signalization, street lighting and a new pre-fab deck span bridge over the Butterford Canal.





#### JOHN GLENN, PE Transportation Engineer



jglenn@johnsoneng.com 239.461.2401

## Years Experience 13 years

#### **Education/Training**

B.S. Civil Engineering (2013), Florida Gulf Coast University

#### **Licensing & Registration**

Florida Professional Engineer No. 84227

### **FDOT Certifications**

FDOT Advanced MOT

NRC Nuclear Gauge Safety

ACI Concrete Field Level 1

Asphalt Paving Technician -Level I & II

Earthwork - Level 1 & 2

#### **Volunteer Opportunities**

City of Fort Myers - Adopt a Canal Program

Coastal Conservation Association (CCA) - Banquet Committee Member John currently serves as a project administrator and design project engineer in our transportation group. John's experience includes both design and CEI on various projects throughout Lee, Hendry, DeSoto, Glades and Charlotte counties. Serving as design engineer and project administrator on many of these projects has given John an understanding of what it takes to successfully complete both the design and construction phases of a project.

#### **Relevant CEI Experience**

- County Road 763, DeSoto County John recently served as the project administrator on this Milling and resurfacing SCOP and SCRAP funded project. His roles included; tracking quantity over and underruns to maximize available funding, coordinating change orders, conducting biweekly construction meetings, review of pay requests, shop drawings and RFI's.
- County Road 661, DeSoto County John recently served as the project administrator on this Milling and resurfacing SCOP and SCRAP funded project. His roles included; tracking quantity over and underruns to maximize available funding, coordinating change orders, conducting biweekly construction meetings, review of pay requests, shop drawings and RFI's.
- Avenue R, City of Moore Haven John recently served as the project administrator on this reconstruction and resurfacing SCOP funded project. His roles included; conducting bi-weekly construction meetings, review of pay requests, shop drawings and RFI's.
- **General Street, City of Moore Haven** John recently served as the project administrator on this milling and resurfacing SCOP funded project. His roles included; conducting bi-weekly construction meetings, review of pay requests, shop drawings and RFI's.
- Aspen Boulevard, Glades County John recently served as the project administrator on this SCOP and SCRAP funded project. His roles included; conducting bi-weekly construction meetings, review of pay requests, shop drawings and RFI's.
- ¬ Birchwood Parkway, Glades County John recently served as the project administrator on this reconstructing and resurfacing SCOP funded project. His roles included; conducting biweekly construction meetings, review of pay requests, shop drawings and RFI's.
- County Road 733, Glades County John participated in both the design and construction inspection for approximately two miles of roadway resurfacing and drainage improvements. This project was completed on time and on budget.
- ¬ County Road 720, Glades County John participated in both the design and construction inspection for approximately two miles of roadway resurfacing and drainage improvements. This project was completed on time and on budget.
- ¬ Helms Roadway Extension, Hendry County John recently serve as the project engineer/ administrator for approximately three miles of new four-lane urban roadway improvements. His roles include soil density testing and sampling, concrete testing, review of pay requests, shop drawings and RFI's. This project includes the construction of four box culverts and one box culvert extension. John also served as a design team member on this project.
- ¬ Whisper Creek Box Culvert, Hendry County John served as both a design team member and inspector for the construction of a cast in place box culvert and miscellaneous roadway improvements. This project has been completed.
- ¬ County Road 78 Phase III, Hendry County John served as both a design team member and inspector for the construction of approximately three miles of roadway widening, associated drainage and milling and resurfacing. This project has been completed.
- County Road 78 Phase VI, Hendry County John served as both a design team member and Inspector for the construction of approximately one and a half miles of roadway widening, box culvert extension and milling and resurfacing. This project has been completed.

#### **Relevant Design Experience**

- ¬ Fort Denaud Road Phase II, Hendry County Engineer of Record for approximately 2.5 miles of milling and resurfacing / full depth reclamation SCRAP funded project In Hendry County. John was responsible for all aspects of design including designing to the allotted budget and incorporating bid alternated for flexibility during bidding.
- Alico Road, Lee County Team member for the design of approximately two miles of roadway widening from two to four lane urban roadway including all associated drainage, and permitting. This project is currently underway.







## IV. Service (Include Similar Projects) (Category 3)

### 1. References / 3. Similar Projects

This section provides references for similar experience and projects. Please refer to Tab II, Qualifications, Section 14, Page 5 through 15 for a detailed list of projects which meet the Scope of Work listed in the RFQ.

#### Reference #1

Mitchell Austin, former Chief Planner City of Punta Gorda - Urban Design Current Assistant Director – City of North Miami Beach – Community Development Department (o) (305) 948-2966 (c) (786) 751-0056 mitchell.austin@citvnmb.com

#### **Experience Example #1**

Harborwalk Punta Gorda (multiple phases), Punta Gorda, FL The Weiler Engineering Corporation (WEC) has been retained by the City of Punta Gorda to complete the planning, design, bidding and construction contract administration for multiple phases of the Harborwalk project. Phases include a 2.4 mile promenade located adjacent to Charlotte Harbor. The walkway varies in width between 15 and 30 feet and is located within existing rights-of-way and other City properties including Gilchrist and Laishley parks.

The design incorporates: access to various facilities; way finding; future anticipated developments; ADA compliance; environmental compliance; stormwater management; parking; landscaping; and utility access. Recent phase that has been completed, West Zone 7, was a LAP project partially funded by FDOT and included extension of the Harborwalk, seawall improvements, and stormwater design. The Zone 7 LAP project was designed by WEC. Shortly after construction began, the City hired WEC to provide full CEI services. The FDOT approved WEC providing these services as WEC was able to begin work in a matter of days.

The project is a multi-phased project that has built upon itself over the past and future several years. Phase I includes the eastern end base project. This section of the project required considerable coordination with SWFWMD due to its proximity to mangroves, low elevation and the limited space available for construction. An exemption was approved for the walkway portion of the project while the new parking facilities required an ERP.

Phase II is the Western end which traverses a heavily used park, Gilchrist Park. In addition to the walkway, Weiler is providing parking improvements along Retta Esplanade, elimination of some internal parking lots and improvements to the remaining lots, expansion of the playground, evaluation of the existing Boat Club and Bay Front Centers with recommendations for future consolidation into one building and designing and permitting the first phase of the Sailing Center. Stormwater treatment is being provided for the entire 16.16 acres. Multiple shallow ponds are being developed to minimize the impact to the park while still providing the required treatment.

The Phase 2a project, designed by WEC is currently under construction. WEC provides ongoing post design services throughout construction.









#### Reference #2

Peter Rosasco, General Manager Key Largo Waste Water Treatment District 103355 Overseas Hwy Key Largo, FL 33037 (305) 451-4019 peter.rosasco@klwtd.com

## **Experience Example #2**

### Key Largo Wastewater Treatment District Utility Expansion, Key Largo, FL

Key Largo WWTD required project manager for collection system, including design, and management of engineering consultants for this vacuum system

- ♦ WEC oversaw planning, construction administration, compliance reviews, and general consulting services. As Engineer of Record for Wastewater Treatment Plant Expansion
- ♦ WEC provided wastewater consulting engineering services: rate-structure, funding, alternative technologies, cost analysis, maintenance & administration
- ♦ Took over as engineer in responsible charge for regional wastewater treatment plant and expansions, designed collection systems in Basins I, J &K, and vacuum pumping facilities
- Provided construction administration: pay application processing, record drawings, GIS data for asset management, O&M manual







Lonne Moore, Projects Manager Charlotte County Community Services 1120 Centennial Blvd Port Charlotte, FL 33953 (941) 613-3237 Lonne.Moore@charlottecountyfl.gov

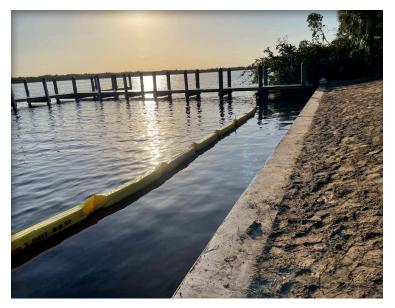
#### **Experience Example #3**

#### Harbor Heights Park Improvements, Punta Gorda, FL

Charlotte County tasked WEC with many phases of this major park development project. Some phases were funded using a grant from the Charlotte County Marine Advisory Committee. WEC was responsible for designing, permitting and CEI projects, including:

- ♦ A replacement of the existing boat ramp including approach and boarding piers
- Parking improvements and stormwater management systems
- ♦ Sport Court improvements and ADA accessibility
- ♦ Gazebo/pavilion improvements
- ♦ Replacement of 2 day docks
- ♦ Seawall replacement project

WEC was responsible for obtaining permitting through the Southwest Florida Water Management and the Army Corps of Engineers when required. Projects also included impacts to mangroves. WEC also assisted with public information meetings regarding the park reconstruction. Lonne Moore was the project manager for the most recent seawall replacement project. WEC has also worked with Lonne on many other Charlotte County projects.







Dan Saus, Utilities Director City of Marathon Utilities Department 9805 Overseas Highway Marathon, FL 33050 (305) 289-5009 dsaus@ci.marathon.fl.us

#### **Example Experience #4**

City of Marathon Wastewater/ Stormwater / Paving Project, Marathon, FL

City-wide Master Plan for Stormwater, Sewer and Road Rehabilitation approved by FDEP for participation in State Revolving Loan Fund, and other funding agencies. WEC was responsible for design of complete sewer & stormwater systems, WWT plants, reclaimed water, and road rehabilitation and overlay including complete construction engineering inspection services.

- Design of five city-wide sanitary sewer collection and transmission systems including design of Wastewater Treatment Plants and 1 Wastewater Treatment Plant Expansion, as well as vacuum, gravity and low-pressure collection systems
- ♦ Designed reclaimed water system
- Designed stormwater system with road rehabilitation
- Performed all construction engineering & inspection (CEI) services, funding assistance, planning & budget
- Design and implementation of the SCADA systems at the plants and offsite vacuum station, construction management GIS database development, including integration of wastewater and stormwater GPS locations
- Provided permitting & environmental controls and erosion control for wetland and surface water impacts









Lacey Solomon, Projects Manager Charlotte County Community Services 1120 Centennial Blvd Port Charlotte, FL 33953 (941) 613-3238 Lacey.Solomon@charlottecountyfl.gov

#### **Example Experience #5**

#### William R. Gaines Park Improvements, Punta Gorda, FL

The Weiler Engineering Corporation was contracted to complete the design, permitting, and construction, engineering, and inspection services for William R. Gaines Jr. Veterans Memorial Park. Michael Giardullo, PE was the project manager for this project and was responsible for the design of the boardwalks, mulch trails, educational kiosks, and the location of the exercise stations.

This project was permitted through Southwest Florida Water Management District (SWFWMD) and Army Corps of Engineers (ACOE). This project was designed as a two-phase project to allow the County to budget the construction costs. Even though it was designed in two phases, the entire project was permitted as one with phase maps submitted so the County could partially complete the park improvements.

Due to the location of the boardwalks and trails being within wetlands, WEC coordinated with Little Pine Island to get the required mitigation credits. The design focused on creating as little impact to the wetlands as possible to minimize the amount of mitigation credits required.







Michelle Koby Village at Hawk's Cay HOA, Inc. 800 Duck Key Drive, Mile Marker 61 Marathon, FL 33050 (305) 743-3000 Michelle@kobyinc.com

#### **Example Experience #6**

#### Hawks Cay Resort & Utilities, Marathon, FL

WEC has been the civil, utility and structural consultant to the Hawks Cay Resort since 1997. The phased project included the design and permitting to construct nearly three hundred single-family homes with resort and waterfront amenities and a complete renovation of the five star hotel and facilities. Engineering design services and services during construction were provided for nearly every phase of this project including site, storm water drainage and treatment, water distribution, wastewater collection and treatment facilities, docks, seawalls, environmental permitting and structural design for all of the homes and common facilities.

- Design of a wastewater treatment system located on an island adjacent to the resort utilizing the treated effluent for irrigation of the resort grounds. The design also included a reclaimed water distribution system, pumping system and spray irrigation
- Water distribution system included service to each of the nearly one-hundred single family homes and 177 room hotel. WEC was responsible for the design of the complete potable water distribution system and fire water distribution
- ♦ Ensured the pressure of the system was able to meet (Florida Keys Aqueduct Authority) FKAA's requirements per NFP code
- ♦ WEC was responsible for the design, permitting through SFWMD, FDEP, and other regulatory agencies, construction administration of the reclaimed water storage, pumping and distribution system including drip irrigation, potable water, fire water and reclaimed water systems which was constructed in many phases









#### 2. Letter of Recommendation



June 22, 2020

**DeSoto County BOCC** C/O Purchasing Manager 201 E. Oak St., Suite 203 Arcadia, FL 34266

Re: Recommendation of WEC

To Whom It May Concern:

The Weiler Engineering Corporation (WEC) has provided a variety of engineering and professional services to our company and project for nearly seven years. Our project, the Stock Island Marina Village, is a multiphase redevelopment of a working marina and waterfront. During this project, WEC has been responsible for design, planning, permitting, coordinating with numerous subconsultants and other service providers, overseeing construction, and assisting with grant acquisition and compliance for the FDEP's Clean Vessel Act Grant. They have assisted us in navigating the challenges of creating a new working waterfront in a challenging environment. They have expertly guided our development and consistently provided on-time, responsive, and efficient services.

This project includes the development of commercial buildings, a hotel, and new visitor parking and full service marina. The marina includes a redeveloped dock and pier to accommodate 363 boats, along with a fuel and store building and restroom buildings to serve our customers. Each brought their own set of challenges as we developed in phases, but WEC helped coordinate each effort and was able to be a key player in bringing the entire project together.

Most of my communication has been with Mike Giardullo, P.E., as the project manager form WEC. Mike is easy to work with and understands how to accomplish his client's goals. We are pleased with the outcome and product that has been developed and look forward to a continued long-term relationship with Mike and WEC.

Sincerely,

Longstock II, LLC d/b/a Stock Island Marina Village

Matthew Strunk

Treasurer

7009 Shrimp Rd. Suite 2, Key West Fl 33040





#### 3. List of Similar Projects

Additional Similar Projects						
Project Name	Funding Type	Owner's Representative	Funding Assistance	Design/ Permitting/Study	Construction Administration	Grant Compliance
Harborwalk West Zone 7	LAP			✓	✓	✓
Sombrero Beach Road Ext	LAP	✓	✓	✓	✓	✓
FDEP Overseas Heritage Trail	LAP			✓	✓	✓
Little Venice Phase II Stormwater and Paving	LAP	<b>✓</b>	<b>✓</b>	<b>✓</b>	✓	<b>✓</b>
Little Venice Phase IA Stormwater and Paving	LAP	<b>\</b>	<b>✓</b>	<b>✓</b>	✓	<b>✓</b>
Marathon Sewer, Stormwater, Roadway	LAP/ARRA/ SRF	✓	✓	✓	✓	✓
MLK, Jr. Blvd Intersection Improvements	Sales Tax			✓	✓	✓
Marco Island NPDES Stormwater Management	Local			✓		
Saralakes Stormwater	Stormwater Tax			<b>✓</b>		
Glades County, Aspen Boulevard	SCOP/SCRAP				✓	✓
Glades County, Birchwood Parkway	SCOP/SCRAP				✓	✓
Hendry County, Fort Denaud Road (Phase 2)	SCRAP			✓		✓
Hendry County, W.C. Owen Avenue	SCOP/SCRAP			✓		✓
Hendry County, CR 78 Sidewalks	LAP			✓		✓
Hendry County, Francisco Street	SCOP/SCRAP			✓		✓
Hendry County, Fort Denaud Road (Phase I)	SCOP/SCRAP			✓		✓
Hendry County, CR 78 Phase VI	SCOP/SCRAP			✓	✓	✓
Hendry County, CR 78 Phase III	SCOP/SCRAP			✓	✓	✓
Hendry County, CR 78 Phase II	SCOP/SCRAP			✓	✓	✓
Hendry County, Helms Road Multi Use Path	CIGP			✓	✓	✓
Highlands County, Thunderbird Road Sidewalks (West)	LAP				✓	✓
Highlands County, Thunderbird Road Sidewalks (East)	LAP				✓	✓
Okechobee County, Micco Bluff Road	SCOP/SCRAP			✓		✓
Okechobee County, NE 34th Avenue	SCOP/SCRAP			✓		✓



Scope of Services Project Examples												
Project Name	Civil	Structural	Environmental	SIS	Water/Wastewater/ Reclaimed	Water Resources / Stormwater	Value Engineering	Drainage Issues	Traffic Engineering	Construction Proj. Management	Constructin Insp. Servcies	Project Permitting
Annual Paving Projects	✓						✓			✓		
Sombrero Beach Road Extension	✓		✓		✓				✓			✓
Bridge Countermeasures / Guardrails		<b>✓</b>								✓	<b>✓</b>	<b>✓</b>
Punta Gorda Harborwalk West	✓	✓	✓			✓						✓
Lettuce Lake Park Improvements		✓	✓							✓		✓
Kiwanis Park Improvements	✓	✓	✓			✓						✓
Butterford Waterway Breach Repair			✓	✓				✓		✓	✓	✓
FEMA Risk MAP - Sarasota County				✓								
Punta Gorda Geospatial Visualization				✓								
Wastewater GIS for Key Largo Wastewater Treatment District				✓								
Lake Suzy Wastewater System Integration					✓							
US 17 Phase III Wastewater & Water Facilities Plan					✓							
Marathon Sewer, Water, Reuse and Road Resurfacing	<b>✓</b>	<b>&gt;</b>	>	<b>✓</b>	✓	<b>√</b>	<b>\</b>	<b>✓</b>		<b>✓</b>	✓	✓
SWFWMD Recertifications - DeSoto County						✓						✓
Saralakes Stormwater - Sarasota County						✓		✓				✓
Marco Island NPDES Stormwater Management						✓						✓
Masters Avenue Road Improvements	✓					✓				✓	✓	✓
Spring Lake Stormwater Study	✓							✓				
BMP 6 and 29 Culvert - Charlotte County		✓				✓		✓				✓
Islamorada 7-Eleven	✓				✓	✓	✓		✓			
Bermont Shooting Club	✓		✓			✓			✓			✓
Morgan Park LAP Project							✓			<b>√</b>		
Stock Island Marina Village	<b>✓</b>	<b>√</b>	<b>√</b>		✓	✓				<b>√</b>	✓	✓
CR 761 Bridge Scour Project	✓	✓	✓			✓		✓	✓	✓		
Veterans Park - Boat Launch	✓	✓	<b>√</b>			<b>√</b>		✓				✓
Reynolds Bridge Replacement	✓	✓				✓		✓	✓			✓



4. Outstanding Achievements

**Weiler Engineering's** successful Marathon project received the **"Project of the Year Award"** for the Florida Chapter APWA (American Public Works Association) in 2013. For this great achievement, Weiler Engineering also earned the **"Consultant of the Year Award"** by the Florida Chapter APWA, for our exemplary knowledge, engineering procedures and professionalism with this enormous and successful Sewer System/Stormwater/Road Project.

In addition, Weiler Engineering has the prestigious honor of earning the NATIONAL APWA "Project of the Year Award" which was presented in August of 2013.

Together with the City of Marathon's planning efforts and Weiler Engineering Services, the City of Marathon is now able to provide water, sewer, an extensive reclaimed water treatment and distribution system, citywide stormwater systems, and rehabilitated roads to all the residents and visitors. Through Weiler's exemplary assistance, engineering procedures and competence, the City of Marathon was able to obtain funding assistance and install both sewer and stormwater at a cost less than previously quoted for only the sewer installation. All service areas are currently in operation and on-line without any major issues.

#### Additional Awards Earned for WEC & Apex

#### 2014

In February 2014, Weiler Engineering's Key Largo Wastewater Treatment District, Treatment Plant Project, received the 2013 Plant Operations Excellence Award from the Florida Department of Environmental Protection's Division of Water Resource Management for South Florida wastewater and drinking water facilities "Focus On Change". The Plant Excellence Award recipients are considered prime examples of some of the best water treatment and conservation solutions in the state.

#### 2013

The ENR (Engineering News Record Magazine) selected our Marathon Sewer/Stormwater Project as Project of the Year in the Water/Environment category for the Southeastern Region of the United States; the project was featured in the November 2013 Southeastern US issue of the ENR magazine.

#### 2011

The Marathon Stormwater Project was awarded the 2011 Outstanding Achievement Award by the Florida Stormwater Association.

#### 2009

Weiler Engineering was mentioned in March-April edition of Erosion Control Magazine for the use of Snout oil and debris baffles in over 940 inlet structures to reduce contaminant pass through. Snouts are proven to trap 50% of fine solids, 95% of floatables and 50% of hydrocarbons, a sustainable design concept.

#### 2008

EPA's 2008 PISCES Award for innovation in the use of Clean Water State Revolving Funds. Exemplary design methods and excellent project planning methods allowed the City of Marathon to pay for an entire stormwater system with money saved from WEC's value engineering of the sewer project.





# WEILER ENGINEERING CORPORATION An Apex Company

## \_\_\_\_\_ V. Proposed Approach (Category 4)

#### **Approach and Keys to Success**

At WEC, we are committed to providing the expertise and team support necessary for DeSoto County's continued success. Our approach is built on consistent, responsive service and a deep understanding of the County's operations, goals, and challenges.

#### **Continued On-Site Commitment**

Mike Giardullo, PE, will continue to provide at least one full day per week at the County offices. This on-site presence allows him to:

- **♦ Meet with County Administration**
- ♦ Coordinate directly with staff
- **Attend Board meetings and other essential sessions**

With over 14 years of experience serving DeSoto County, Mike remains available beyond scheduled Tuesdays. County staff consistently reach him by phone or email, and he promptly responds to all communications. This level of access and reliability is critical to the success of a part-time County Engineer.

#### **Proximity and Availability**

Our office's close proximity to the County Administration building enables us to respond quickly - often with little notice. Mike has a strong track record of being responsive and available for both routine needs and emergency situations.

#### What WEC Offers DeSoto County

- ♦ Multidisciplinary Collaboration: Cost-saving, cross-discipline problem solving
- ♦ State & Federal Project Expertise: Familiarity with FDOT, FDEP, SWFWMD, FWC processes
- ♦ Strong Relationships: With County staff, elected officials, and grant agencies
- ◊ In-House Expertise: Civil, structural, environmental, utility, planning, and financial services
- **♦ Efficient Project Delivery: From concept to closeout, across departments**

We operate as an extension of your County staff, offering comprehensive services and hands-on support tailored to local needs.

#### **Keys to Success in DeSoto County**

- **♦ Leverage existing Engineering Division staff to reduce consultant hours**
- Stay ahead of project deadlines and regulatory timelines
- ♦ Communicate honestly and directly always
- Proactively seek and secure grant funding opportunities
- **♦ Maintain a consistent weekly presence with flexible availability**
- **♦ Attend Development Review Committee and other meetings as needed**
- **♦** Respond quickly to urgent issues or emergencies
- Provide timely responses by phone and email
- ♦ Coordinate multi-department projects efficiently
- ♦ Lead projects from planning through closeout
- De hands-on, get in the field, resolve issues on-site
- **OVER IT :** Be team players and leaders, working side-by-side with County staff



#### **Local Knowledge and Experience**

WEC has extensive knowledge of Florida statutes, environmental regulations, and federal laws related to wetlands, endangered species, and development. This expertise ensures projects align with local, state, and federal guidelines while promoting responsible growth.

For over 14 years, WEC has served as the County Engineer, saving public funds, meeting regulatory requirements, and supporting better service delivery. Our long-standing relationship with County staff and understanding of DeSoto's unique priorities make us the right partner moving forward.

We are also committed to staff development - training and mentoring County personnel to grow internal capabilities and technical expertise.

#### **Managing Budget - Doing More With Less**

WEC has helped manage DeSoto County's Engineering Division budget effectively, delivering high-quality services affordably. Mike Giardullo has consistently:

- ♦ Identified and scoped capital projects
- Provided accurate budgeting and cost estimates
- Delivered projects at or under budget

Through efficient design, inspection, and project management practices, we've enabled projects to include additional or value-added components, without additional County expense.

#### We've also:

- Secured and managed grant funding from multiple agencies
- ♦ Incorporated cost-control strategies in bidding (e.g., alternates and deducts)
- Provided Owner's Representative services to manage third-party designs
- ♦ Assisted in developing the County's 5-year Capital Improvement Plan

The success of these projects is a testament to the strong collaboration between WEC and County departments, including Engineering, Finance, and Purchasing. We look forward to building on this success in the years ahead.

#### **Conclusion**

**Our approach is simple and proven:** provide reliable, professional, in-house support that empowers the County to succeed. With our depth of experience, comprehensive services, and strong local presence, WEC is ready to continue supporting DeSoto County in achieving its goals.

We look forward to the opportunity to continue this valued partnership.









## VI. Required Forms (Category 5)



#### **PROPOSERS CHECKLIST**

Proposals will not be considered if the following documents and/or attachments are not completely filled out and/or submitted with proposal.

	Completely Executed Proposal Package (original and five (5) copies and one (1) Flash Drive)  Three (3) copies per Addendum #1	
<b>~</b>	_ Qualifications Statement Form	
<b>~</b>	_ Hold Harmless Form	
<b>~</b>	_ Drug Free Workplace Form	
<b>~</b>	_ Certification Regarding Debarment	
<b>~</b>	_ Public Entity Crimes Form	
<b>~</b>	_ Non-Collusion Affidavit	
<b>~</b>	_ Conflict of Interest	
<b>~</b>	_ E-Verify Affidavit	
<b>✓</b>	Human Trafficking Affidavit	

#### **QUALIFICATIONS STATEMENT**

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

PURCHASING DEPARTMENT

201 E. OAK STREET, SUITE 203

SUBMITTED TO:

ADDRESS:

**ARCADIA, FLORIDA 34266 CIRCLE ONE** Corporation SUBMITTED BY: The Weiler Engineering Corporation NAME: Michael J. Giardullo, Director of Civil Engineering Partnership ADDRESS: 201 W. Marion Ave Suite 1306, Punta Gorda, FL 33950 Individual Joint Venture PRINCIPAL OFFICE: 201 W. Marion Ave Suite 1306, Other Punta Gorda, FL 33950 1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business. The correct name of the Offeror is: The Weiler Engineering Corporation The address of the principal place of business is: 201 W. Marion Ave Suite 1306, Punta Gorda, FL 33950 2. If the Offeror is a corporation, answer the following: Date of Incorporation: 1993 a. State of Incorporation: Florida b. Shawn Doherty President's name: C. Vice President's name: Ryan Trahan d. Matthew Hardesty Secretary's name: e. N/A f. Treasurer: Michael J. Giardullo Name and address of Resident Agent: Director of Civil Engineering g.

201 W. Marion Ave Suite 1306, Punta Gorda, FL 33950

3. If Offeror is a	n individual or a partnership, answer the following:
a.	Date of organization:
b.	Name, address and ownership units of all partners:
	N/A
	· <del></del>
C.	State whether general or limited partnership:
	ther than an individual, corporation or partnership, describe the d give the name and address of principals:
	N/A
	perating under a fictitious name, submit evidence of compliance with the s Name Statute. $_{ m N/A}$
6. How many ye name?	ears has your organization been in business under its present business
32 years	
a. Unde N/A	r what other former names has your organization operated?
professions whi	stration, license numbers or certificate numbers for the businesses or ch are the subject of the proposal. Please attach certificate of d/or state registration.  CA License 6656, Department of State 93000036231
9 Have you so	
,	rsonally inspected the site of the proposed work?
Yes X	No

QUALIFICATIONS STATEMENT PAGE QS-2 of 4

10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?			
	No		
	five (5) years, has any officer or partner of your organization ever partner of another organization when it failed to complete a contract?		
	No		

9. Did you attend the Pre-Proposal Conference? N/A

12. State the names, telephone numbers and last known addresses of three (3) businesses with the most knowledge of work which you have performed, and to which you refer (governmental entities are preferred as references).

COMPANY NAME	CONTACT	ADDRESS	
Charlotte County	Lonne Moore	2300 El Jobean Rd. Port Charlotte, FL	Email lonne.moore@charlottecountyfl.gov Telephone (941) 613-3237
			Email
Hendry County	Hendry County Shane Parker, PE PO Box 1607		sparker@hendryfla.net
		LaBelle, FL	Telephone
			(863) 675-5222
			Email
Key Largo Wastewater	Peter Rosasco	103355 Overseas Hwy Key Largo, FL	peter.rosasco@klwtd.com
Treatment		1107 20180) 12	Telephone
District			(305) 451-4109

13. List the pertinent experience of the key individual of your organization (continue on insert sheet, if necessary).

Michael Giardullo, PE - Director of Civil Engineering 2006 - Present/ DeSoto County Engineer since 2011 Robin Palmer, PE - Plans Review and Permitting Assistance, Environmental Review for DeSoto County 2014- Present
Ashlie Maberino, PE - Civil Engineer 2018 - Present
Brian Corso - Structural Engineering Manager 2016 - Present
Steve Suggs, PE- Project Manager/Design Engineer 2013 - Present

Ed Castle, PE - Utility Engineer and Utility Department Support for DeSoto County 2011 - Present

Laura Herrero - Director of Water Resources & Environmental Services / Principal Ecologist 2000 - Present

Mike Dickey, PE - Director of Utility Services 1999 - Present

Ryan Bell, PE, PTOE - Director of Transportation 1998 - Present

John Glenn, PE - Transportation Engineer 2012 - Present

QUALIFICATIONS STATEMENT PAGE QS-3 of 4

services:	
Michael J. Giardullo	
IN RESPONSE TO THIS QUALIFICATION IN AWARDING THE CONTRACT AND SET TRUE. THE DISCOVERY OF ANY CAFFECTS THE OFFEROR'S QUALIFICATION.	D UNDERSTANDS THAT THE INFORMATION CONTAINED ONS STATEMENT SHALL BE RELIED UPON BY OWNER BUCH INFORMATION IS WARRANTED BY OFFEROR TO OMISSION OR MISSTATEMENT THAT MATERIALLY ATION TO PERFORM UNDER THE CONTRACT SHALL PROPOSAL, AND IF AFTER THE AWARD TO CANCEL R CONTRACT.
State of Florida County of Lee	
undersigned Notary Public of the State Michael J. Giardullo, Director of Civil Eng (Name(s) of individual(s) who appear	gineering and red before Notary) the within instrument, and he/she/they
NOTARY PUBLIC SEAL OF OFFICE:  NOTARY PUBLIC OFFICE:  NOTARY STEE OF FLORIDATION OF THE PUBLIC OF THE	(Name of Notary Public: Print, stamp, or type as commissioned.)  X Personally known to me, or Produced identification:  X DID take the oath, or DID NOT take the oath.
OUALISIOATIONS STATEMENT	

14. State the name of the individual who will have personal supervision of the

QUALIFICATIONS STATEMENT PAGE QS-4 of 4

#### **HOLD HARMLESS**

Consultants shall indemnify and hold harmless the County, and the County's officers and employees from and against any and all liability, costs, losses, and damages (including but not limited to reasonable attorney's fees) arising out of or to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant and other persons employed by or utilized by Consultant in their performance under this Agreement.

Type of Organization (Please Check One): Individual Ownership Joint Ventur				
	_	Partnership	X Corporation	
Name of Bidding Firm:				
The Weiler Engineering Corpo	oration			
Mailing Address:				
201 W. Marion Ave Suite 1306,	Punta Gorda, FL 3	33950		
Location Address:				
201 W. Marion Ave Suite 1306			- <del> </del>	
City & State: Punta Gorda	a, FL	ZIP: _	33950	
Telephone: 941-505-1700	) Fax	Number:	N/A	
Name/Title of person authorize	ed to bind the	Michael . Company: <u>Director</u>	J. Giardullo, of Civil Engineering	
Signature of person authorize	d to bind the C	ompany:	1gullo	
	Date:	9/4/2025		

#### DRUG FREE WORKPLACE FORM

The undersigned	vendor in accordance with Florida Statute 287.087	hereby certifies
that	The Weiler Engineering Corporation	(name of
business) does:		>:

- 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 five (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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature: Michael J. Giardullo
Dated: 9/4/2025

#### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that is and its principles:
  - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by an Federal department or agency;
  - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
  - d) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- (3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature Signature			
Signature	Michael J. Giardullo		
Director of Civil Engineering Title			
The Weiler Engineering Corpo	oration		
Contractor/Firm			
201 W. Marion Ave Suite 1306, Punta Gorda, FL 33950 Address			

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

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida COUNTY OF Lee

Before me, the undersigned, personally appeared who, being by me first duly sworn, made the following statement:

1.	The business address of	The Weiler Engineering Corporation	
		[Name of firm]	
is	2	01 W. Marion Ave Suite 1306, Punta Gorda, FL 33950	
2.	My relationship to	The Weiler Engineering Corporation	
	,	[Name of firm]	
is		Representative	
	[Relationship, such as sole proprietor, partner, president, vice president]		

- 3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes 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 in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 4. I understand that "conviction" is defined by the statute to mean 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, non-jury trial, or entry of a plea of guilty or nolo contendre.
- 5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) 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 entity crime, or (3) those officers, directors, executive, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
- 6. Neither the firm nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the firm nor any affiliate of the

firm has been convicted of a public entity crime subsequent to July 1, 1989.

[Draw a line through paragraph 6 if paragraph 7 below applies.]

executive, partner, shareholder, empin the management of the firm or an emade pursuant to Section 287.133(3)	loyee, member or agent of the firm who is active filliate of the firm. A determination has been by order of the Division of Administrative erest for the name of the convicted vendor list. affiliate is
A copy of the order of the Division of Acstatement.	Iministrative Hearings is attached to this
Draw a line through paragraph 7 if para	agraph 6 above applies.]
SIGNATURE Michael J. Giardullo	
SIGNATURE Michael J. Giardullo	
State of Florida County of <u>Lee</u>	
On this the <u>4th</u> day of <u>Sep</u> undersigned Notary Public of the State Michael J. Giardullo	otember,2025_, before me, the of Florida, personally appeared and
(Name(s) of individual(s) who appeared whose name(s) in/ are Subscribed to the acknowledge that he/she/they executed	e within instrument, and he/she/they
NOTARY PUBLIC SEAL OF OFFICE:	(Name of Notary Public: Print, stamp, or type as commissioned.)
135 0 1 200 1 20 2 1 2 1 2 1 2 1 2 1 2 1 2	x Personally known to me, or
PUBLIC OF FLORIDATION OF THE OF FLORIDATION OF THE OF FLORIDATION OF THE	Produced identification:
* HH ORDINA	x DID take the oath, or
	DID NOT take the oath.

#### **NON-COLLUSION AFFIDAVIT**

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any DeSoto County, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any DeSoto County, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

County employees may not contract with the County through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

Immediate family members (spouse, parents and children) are also prohibited from contracting with the County subject to the same general rules. Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the County Procurement Policy.

NAME	RELATIONSHIPS
N/A	

In the event the vendor does not indicate any names, the County shall interpret this to mean that the vendor has indicated that no such relationships exist.

<b>AFFI</b>	DAVIT											
STAT	E OF FLC	RIDA	, COU	NTY OF	Lee	ة						
BEFC	RE ME,	the	unde	ersigned	autho	ority,	pers	onally	came	and	appea	ared,
N	<u> Iichael J. G</u>	<u>iardull</u>	0		,	who	after	being	duly sw	orn, d	eposed	and
said	that	he	is	the	fully	aut	horize	:d _	Repre	sentati	ive	of
The \	Veiler Engi	neerin	g Corp	oration								
(herei	nafter refe	erred t	o as a	ffiant), ar	nd said	affian	t furth	er said	l:			

- (1) That affiant has not and will not employ any person either directly or indirectly, to secure the public contract under which he is to receive payment, other than persons regularly employed by the affiant whose service in connection with the project or in securing the public contract are in the regular course of their duties for the affiant; and
- (2) That no part of the contract price was paid or will be paid to any person for soliciting

the contract, other than the payment of normal compensation to persons regularly employed by the affiant whose services with the project are in the regular course of their duties for the affiant.

AFFIANT SWORN TO AND SUBSCRIBED BEFORE September, 2025. NOTARY PL		ON THIS	4th DAY	/ OF				
AFFIANT								
Company Name: The Weiler Engineering Corpo	<u>or</u> ation							
Address: _201 W. Marion Ave Suite 1306, Punta Gorda, FL 33950								
Phone Number: 941-505-1700  Signature: Michael J. Giardullo	= : ::							
NON-COLLUSION AFFIDAVIT	IN	THE	STATE	OF				
Florida	IN	THE	COUNTY	OF				
Lee	_being fi	rst duly swor	n, on oath, say	s that				
the bid above submitted is a genuine and no	ot a sha	m or collusiv	e bid or made	in the				
interest of or on behalf of any person not the	rein nam	ned, and s/he	further says th	at the				
said Bidder has not directly or indirectly induce	ed or solid	cited any Bido	der on the above	work				
or supplies to put in a sham bid, or any other p	erson or	corporation to	o refrain from bio	dding,				
and that said Bidder has not in any manner so	ought by	collusion to	secure her/hims	elf an				
advantage over any other bidder or bidders.	Subscribe	ed and sworr	n before me this	4th				
day of <u>September 2025</u> NOTARY PUBLIC in	and for t	he State of _	Florida					
Signature Seal	hn	_						
PUBLIC OF FLORIUM								

#### **CONFLICT OF INTEREST STATEMENT**

(STATE OF FLORIDA; COUNTY OF DESOTO)
Before me, the undersigned authority, personally appeared Michael J. Giardullo
who was duly sworn, deposes, and states:  1 I am the <u>Director of Civil Engineering</u> of The Weiler Engineering Corporation with a
local office in 201 W. Marion Ave Suite 1306, Punta Gorda, FL 33950 and principal office in
201 W. Marion Ave Suite 1306, Punta Gorda, FL 33950
<ul> <li>For DeSoto County The above named entity is submitting an Expression of Interest for the DeSoto County project described as: RFQ-25-20-00 – Engineering Services – Engineer of Record.</li> <li>The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.</li> </ul>
The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.  Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.  Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict or interest due to any other clients, contracts, or property interests for this project.  I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of DeSoto County.  I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with DeSoto County.  In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify DeSoto County in writing.
DATED this 4th day of September , 2025.
_ (Affiant)
Typed Name of Affiant Michael J. Giardullo
Title Director of Civil Engineering
Sworn to and subscribed before me this4th day ofSeptember, 2025.
Personally known Michael J. Giardullo, Director of Civil Engineering
OR Produced identification Notary Public - State of
My commission expires 3 01 2028 (Type of identification)
(Printed typed or stamped commissioned name of notary public)
PUBLIC PUBLIC [43]

# DESOTO COUNTY CONTRACTOR/CONSULTANT/VENDOR E-VERIFY AFFIDAVIT

STATE OFFlorida
COUNTY OF Lee
BEFORE ME, the undersigned authority, appeared Michael J. Giardullo,
ho first being duly sworn hereby swears or affirms as follows:
<ol> <li>I make this affidavit on personal knowledge.</li> </ol>
2. I am over the age of 18 years and otherwise confident to make this Affidavit.
3. I am the of
The Weiler Engineering Corporation (the
Contractor/Consultant/Vendor").
4. I am authorized by The Weiler Engineering Corporation to make this
Affidavit on behalf of Contractor/Consultant/Vendor.

- 5. Contractor/Consultant/Vendor acknowledges that Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States.
- 6. Contractor/Consultant/Vendor acknowledges that Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify.
- 7. Contractor/Consultant/Vendor is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
- 8. Contractor/Consultant/Vendor understands it shall remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of any contract with DeSoto County.
- 9. Contractor/Consultant/Vendor's subcontractors are in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes.
- 10. Contractor/Consultant/Vendor shall ensure compliance with the requirements of Sections 448.09 and 449.095, Florida Statutes, by any and all of its subcontractors.

11. Neither the Contractor/Consultant/Vendor, nor any subcontractor of Contractor/Consultant/Vendor, has had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the date of this Affidavit.

12. If the Contractor/Consultant/Vendor, or any subcontractor of Contractor/Consultant/Vendor, has a contract terminated by a public employer for any such violation during the term of any contract with DeSoto County, it shall provide immediate notice thereof to DeSoto County.

Signature of Affiant on behalf of Contractor/Vendor

Ву:	Michael J. Giardullo	
As its:	Director of Civil Engineering	
Dated:	9/4/2025	

STATE OF Florida

COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me by means of \( \text{\text{N}} \) physical presence or \( \text{\text{Online}} \) online notarization, this \( \text{\text{\text{4th}}} \) day of \( \text{\text{September}} \), 20\_25, by \( \text{\text{Michael J. Giardullo}} \), on behalf of \( \text{\text{The Weiler Engineering Corporation}} \), who is personally known to me or who has produced \( \text{\text{as identification.}} \)

Print Name:

Notary Public of the State of Florida

My Commission Expires:

3/01/2028



### HUMAN TRAFFICKING AFFIDAVIT SECTION 787.06, FLORIDA STATUTES

**DIRECTIONS:** All nongovernmental entities that are or potentially will be contracting, renewing or extending contracts with Okaloosa County, must have an officer or representative fully execute this affidavit. Note, this is a mandatory requirement of s 787.06(13), Florida Statutes effective July 1, 2024.

•	Michael J. Giardullo (insert name) as Director of Civil Engineering esert title) on behalf of The Weiler Engineering Corporation (insert entity name) under penalty perjury hereby attest as follows:
1.	I am over 21 years of age and have personal knowledge of the matters set forth in this affidavit.
2.	The Weiler Engineering Corporation (insert entity name) does not use coercion for
	labor or services as defined in s. 787.06(2)(a), Florida Statutes.
3.	More particularly, The Weiler Engineering Corporation (insert_entity_name) does
	not participate in any of the following actions:
	a. Using or threatening to use physical force against any person;
	b. Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
	c. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or

defined;
d. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;

services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and

- e. Causing or threatening to cause financial harm to any person:
- f. Enticing or luring any person by fraud or deceit; or
- g. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03, Florida Statutes to any person for the purpose of exploitation of that person.

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#### FURTHER AFFIANT SAYETH NOT.

September 4 , 20 25	Mingsto
	(Affiant) Michael J. Giardullo
	Y 5, 521
STATE OF FLORIDA	
COUNTY OF Lee	
	-
Sworn to and subscribed before me by mea	ns of □ physical presence or □ online
notarization, this4th day of September 20 25 by	
behalf of The Weiler Engineering Corporation	, who
is personally known to me on has produced	as
identification.	
	20.12 - 21. A 3
	SIAIND XIIIV
Notary	Public
	Tool INC A
Name	(Printed) Testa W Goshorn
2-12-12-22	r
My commission expires	8
(Printed typed or stamped Commissioned name	e of Notary Public)



# DESOTO COUNTY ENGINEERING SERVICES – ENGINEER OF RECORD Project No. 25-20-00RFQ Addendum # 1

Addendum # 1 dated this 20th day of August 2025.

Cindy Tala	amantez, CPPO, CPRB, Purchasing Direc
Bidders re	eceipt of addendum # 1 by
Signature	nil g. Solo
Company	The Weiler Engineering Corporation
Date:	9/4/2025

#### Insurance Certificate

ific	ate									
Ą	CORD® C	ER	TIF	ICATE OF LIAI	BILI	TY INS	URANC	E		(MM/DD/YYYY) 30/2025
CE BE RE	IS CERTIFICATE IS ISSUED AS A RTIFICATE DOES NOT AFFIRMAT LOW. THIS CERTIFICATE OF INS PRESENTATIVE OR PRODUCER, A	IVEL SURA ND T	Y OR NCE HE C	NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER.	EXTEI E A C	ND OR ALT	ER THE CO BETWEEN T	VERAGE AFFORDED THE ISSUING INSURE	BY THE R(S), AL	POLICIES
If S	PORTANT: If the certificate holder SUBROGATION IS WAIVED, subject s certificate does not confer rights to seconfer rights to the confer rights to the confer rights to the confere rights and the confere rights are rights and the confere rights and the confere rights are rights and the conference rights are rights and rights are rights are rights and rights are rights and rights are rights are rights and rights are rights are rights are rights are rights and rights are rights are rights are rights and rights are rights.	to ti	ne tei	ms and conditions of th	e polic	cy, certain p	olicies may			
PROD					CONTA NAME:	John Kilga	rriff/Brianne S			
	ham Company, arsh & McLennan Agency, LLC co	mpa	nv			o. Ext): 215-70	1-5440	FAX (A/C, No	o):	
30 8	S 15th Street, 20th Floor		,		E-MAIL ADDRESS: MMAEastGrahamKilgarriffUnit@MarshMMA.com					
Phil	adelphia PA 19102				INSURER(S) AFFORDING COVERAGE				NAIC#	
					INSURE	RA: Starr Su	rplus Lines In	surance Company		13604
INSUF	Weiler Engineering Corporation			APEXCOM-01				Insurance Company		10945
	W Marion Avenue, Unit 1306				INSURE	R c : Zurich-A	merican Insu	rance Company		16535
Pun	ta Gorda, FL 33950-4467				INSURE	RD:				
					INSURER E:					
					INSURE	RF:				
_				NUMBER: 1686816486				REVISION NUMBER:		
INI CE EX	IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RI RTIFICATE MAY BE ISSUED OR MAY CLUSIONS AND CONDITIONS OF SUCH	PERT POLI	REMEI AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI	OF AN' ED BY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	DOCUMENT WITH RESP	ECT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIF	MITS	
Α	X COMMERCIAL GENERAL LIABILITY			1000065707251		7/31/2025	7/31/2026	EACH OCCURRENCE	\$ 1,000	,000
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,0	000
								MED EXP (Any one person)	\$ 25,00	0
								PERSONAL & ADV INJURY	\$ 1,000	,000
- 1		1	1			l	ı	1	1	

MED EXP (Any one person)   \$25,000								
GENERAL AGGREGATE LIMIT APPLIES PER:   POLICY   X   JECT   X   LoC							MED EXP (Any one person)	\$ 25,000
POLICY   X   JECT   X   LOC							PERSONAL & ADV INJURY	\$ 1,000,000
OTHER:   S   S		GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,000
C   AUTOMOBILE LIABILITY   S   1,000,000		POLICY X PRO- X LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
A   A   OWNED   AUTOS ONLY   HIRED   AUTOS ONLY   AUTOS		OTHER:						\$
OWNED AUTOS ONLY   AUTOS ONLY   HIRED   AUTOS ONLY   S   OCCUR   S	С	AUTOMOBILE LIABILITY		BAP-6393348-01	7/31/2025	7/31/2026		\$1,000,000
AUTOS ONLY		X ANY AUTO					BODILY INJURY (Per person)	\$
AUTOS ONLY		OWNED SCHEDULED AUTOS ONLY					,	\$
A   UMBRELLA LIAB   X   OCCUR   CLAIMS-MADE   1000336571251   7/31/2025   7/31/2026   EACH OCCURRENCE   \$10,000,000   AGGREGATE   \$10,000,000   AG								\$
X   EXCESS LIAB		X \$10,000 Comp X \$10,000 Coll						\$
C   WORKERS COMPENSATION   S   C   WORKERS COMPENSATION   AND EMPLOYERS' LIABILITY   N   ANYPROPRIETOR/PARTNER/EXECUTIVE   N   OFFICER/MEMBER EXCLUDED? (Mandatory in NH)   If yes, describe under   DESCRIPTION OF OPERATIONS below   DESCRIPTION OF OPERATIONS below   DESCRIPTION OF OPERATIONS below   A   Professional Liability   DESCRIPTION OF OPERATIONS below   A   Professional Liability   DESCRIPTION OF OPERATIONS below   S1,000,000   E.L. DISEASE - POLICY LIMIT   \$1,000,000   S1,000,000   S1,000,000   E.L. DISEASE - POLICY LIMIT   \$1,000,000   S1,000,000	Α	UMBRELLA LIAB X OCCUR		1000336571251	7/31/2025	7/31/2026	EACH OCCURRENCE	\$ 10,000,000
C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETORIPARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below  A Professional Liability B 1000065707251 B 17/31/2025 B 17/31/2026 B 17/31/2026 B 17/31/2026 B 17/31/2026 B 1 M 1 S2M B 1 M 1 M 1 M 1 M 1 M 1 M 1 M 1 M 1 M 1		X EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$ 10,000,000
NAD EMPLOYERS' LIABILITY		DED RETENTION\$						\$
ANYPROPRIETOR/PARTNER/EXECUTIVE	С	AND EMPLOYEDOU LADILITY		WC-6393347-01	7/31/2025	7/31/2026	X PER OTH-	
E.L. DISEASE - EA EMPLOYEE   \$1,000,000		ANYPROPRIETOR/PARTNER/EXECUTIVE N	N / A				E.L. EACH ACCIDENT	\$ 1,000,000
DÉSCRIPTION OF OPERATIONS below         E.L. DISEASE - POLICY LIMIT \$1,000,000           A Professional Liability         1000065707251         7/31/2025         7/31/2026         Per Claim / Agg         \$1M / \$2M           A Pollution Liability         1000065707251         7/31/2025         7/31/2026         Per Occi / Agg         \$1M / \$2M		(Mandatory in NH)	1117				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
A Pollution Liability 1000065707251 7/31/2025 7/31/2026 Per Occ / Agg \$1M / \$2M		If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
	Α	Pollution Liability		1000065707251	7/31/2025	7/31/2026	Per Occ / Agg	\$1M / \$2M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Property Policy - Tokio Marine America Insurance Company Policy #CPP6411631-03; Policy Period 7/31/2025 - 7/31/2026
Excess Policy - Nautilus Insurance Co. Policy #FFX2047705-10; \$10,000,000 per occurrence/Aggregate; Policy Period 7/31/2025 - 7/31/2026
Excess Policy - Ironshore Specialty Ins. Co. Policy #XSCUW0033575200; \$5,000,000 per occurrence/Aggregate; Policy Period 7/31/2025 - 7/31/2026

CERTIFICATE HOLDER CANCELLATION

Desoto County Board of County Commissioners 201 East Oak Street Suite 205 Arcadia FL 34266 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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#### VI. REQUIRED FORMS

# PROFESSIONAL LICENSES & CERTIFICATIONS



