

AGREEMENT

CITY OF BELLE ISLE AND HARRIS CIVIL ENGINEERING, LLC

This Agreement is made and entered into this 23rd day of June, 2017, by and between the **CITY OF BELLE ISLE, FLORIDA**, a Florida municipal corporation, with an address of 1600 Nela Avenue, Belle Isle, FL 32809, hereinafter "City", and **HARRIS CIVIL ENGINEERS, LLC**, a Florida Limited Liability Corporation licensed to do business in Florida with a business address of 1200 East Hillcrest Street, Suite 200, Orlando, FL 32803, hereinafter "Engineer".

WITNESSETH

WHEREAS, City has a requirement for City Engineer services and for other consulting civil engineering services; and

WHEREAS, Engineer is a Limited Liability Corporation consisting of persons specially trained and experiences in civil engineering that are competent to perform the civil engineering services required by the City; and

WHEREAS, the City has given public notice of the professional services to be rendered pursuant to this agreement; and

WHEREAS, the selection of the Engineer has been made in accordance with the provisions of the Consultant's Competitive Negotiation Act, §287.055, F.S.

NOW, THEREFORE, City and Engineer, in consideration of the premises and mutual covenants contained herein set forth, hereby agree as follows:

- 1. Statement of Work.** Engineer shall employ engineers, draftsmen, technicians, clerical staff and professional Engineers, all properly skilled in the various aspects of the services to be furnished under this Agreement.
- 2. All Costs by Engineer:** Engineer shall, at its own risk and expense, perform the Work described above and, except as provided in this Contract, furnish all labor, equipment and materials required for the proper performance of the Work.
- 3. Qualified to Provide Work:** Engineer has represented, and by entering into this Contract now represents, that Engineer, and all person employed by Engineer assigned to work on this Contract, are fully qualified to perform the service to which they will be assigned in a skilled and workmanlike manner and, if required to be registered, licensed or bonded by the State of Florida, are so registered, licensed and bonded.
- 4. Contract Documents.** This Contract consists of the following documents: this Contract and all exhibits, Exhibit A (Statement of Qualifications/Proposal), Exhibit B (the RFQ) and Exhibit C (Scope of Work), Exhibit D (Fee Schedule). Exhibits A-D are attached to this Contract and incorporated by this reference.

5. Contract Term: This Contract becomes effective on July 6, 2017. The initial term of this Contract is from July 6, 2017 through June 30, 2022. This Agreement shall automatically be renewed for two successive two-year terms unless either party provides written notice to the other at least 90 days prior to the termination date that the party does not intend to extend this Agreement for an additional term. Contract termination does not extinguish or prejudice City's right to enforce this Contract with respect to any default by Engineer that has not been cured, and Contract termination does not extinguish City's liability for commitments as set forth in Paragraph 15.

6. Compensation:

a. Engineer shall be paid at the rates as set forth in "Exhibit D". Engineer is limited to 120 hours of service unless an increase is approved, in writing, by the City Manager to be paid in accordance with subsection (b) below. For any additional Projects as not described in the Scope of Work or added at a later time, the City and Engineer will negotiate a rate of compensation and agreed upon rates will be added to this Contract as an amendment.

b. Engineer shall submit monthly invoices to the City for Work performed. The invoices shall describe all Work performed and shall itemize and explain all expenses that this Contract requires City to pay and for which Engineer claims reimbursement. Each invoice also shall include the total amount invoiced to date by Engineer prior to the current invoice. Engineer shall send invoices to the City Manager by the 10th day of the month for work completed in the prior month. Payments shall be made within 30 days of the date of the invoice. Should the initial term of the Contract be prematurely terminated, payments will be made for work completed and accepted to date of termination.

7. Indemnification: ENGINEER SHALL DEFEND, SAVE, HOLD HARMLESS, AND INDEMNIFY THE CITY AND ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEYS FEES, RESULTING FROM, ARISING OUT OF, OR RELATING TO THE ACTIONS, ACTIVITIES, OR SERVICES OF ENGINEER, ITS OFFICERS, EMPLOYEES, SUBENGINEERS, OR AGENTS, TO THE EXTENT NOT CAUSED BY OR DUE TO NEGLIGENCE OF THE CITY. Engineer shall not be held responsible for any claims, suits, actions, losses, damages, liabilities, costs and expenses directly, solely, and proximately caused by the negligence of City.

8. Termination: This Contract may be terminated by either party by giving thirty (30) days written notice to the other party.

9. Independent Engineer Status:

a. Engineer shall perform all Work as an independent Engineer. The City reserves the right (i) to determine and modify the delivery schedule for the Work and (ii) to evaluate the quality of the Work Product, however, the City may not and will not control the means or manner of

Engineer's performance. Engineer is responsible for determining the appropriate means and manner of performing the Work.

b. Engineer understands and agrees that it is not an "officer" or "employee" of the City.

c. Engineer is responsible for all federal or state taxes applicable to compensation or payments paid to Engineer under this Contract and, unless Engineer is subject to backup withholding, City will not withhold from such compensation or payments any amount(s) to cover Engineer's federal or state tax obligations. Engineer is not eligible for any social security, unemployment insurance or workers' compensation benefits from compensation or payments paid to Engineer under this Contract, except as a self-employed individual.

10. Assignment and Subcontracts: Engineer shall not assign this Contract or subcontract any portion of the work without the written consent of City, which consent may be withheld in the City's sole discretion. Any attempted assignment or subcontract without written consent of City shall be void. Engineer shall be fully responsible for the acts or omissions of any assigns or sub-Engineers and of all persons employed by them, and the approval by City of any assignment or subcontract shall not create any Contractual relation between the assignee or sub-Engineer and City.

11. Governing Law; Venue; Consent to Jurisdiction. This Contract shall be governed by and construed in accordance with the laws of the State of Florida. Any claim, action, suit or proceeding between City and Engineer that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Orange County for the State of Florida or, if the claim, action, suit or proceeding must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Florida.

12 Merger Clause; Waiver. This Contract and attached exhibits, if any, constitute the entire agreement between the parties on the subject matter hereof. To the extent the terms of this Contract conflicts with the attached exhibits, the terms of this document control. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, modification or change of terms of this Contract shall bind all parties unless in writing and signed by both parties and all necessary approvals have been obtained.

13 Amendments. No amendment to this Contract is effective unless it is in writing signed by the parties.

14 Confidentiality.

a. Engineer will have access to certain information that may be confidential and proprietary to the City (the "Confidential Information"). Engineer agrees that the Confidential Information is to be considered confidential and proprietary to the City and Engineer shall hold the same in confidence and shall not use the Confidential Information other than for the purposes of performing the Work under this Agreement. Engineer shall not disclose, publish or otherwise reveal any of the Confidential Information received from the City to any other party whatsoever except with the specific prior written authorization of

the City. The obligations with respect to Confidential Information shall survive termination of this Agreement.

b. **Public Records.** All work products, emails, correspondence of Engineer are public records under Florida law. Engineer should maintain, preserve, and properly archive such records for retrieval at any time by the City.

15. Insurance. Engineer shall, at its own expense, at all times during the term of this contract, maintain in force:

1. A comprehensive general liability policy including coverage for contractual liability for obligations assumed under this contract, blanket contractual liability, products and completed operations and owner's and Engineer's protective insurance;

2. A professional errors and omissions liability policy; and

3. A comprehensive automobile liability policy including owned and non-owned automobiles.

The coverage under each liability insurance policy shall be equal to or greater than the limits for claims made under the Florida Tort Claims Act with minimum coverage of \$500,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage. Provided, however, that coverage for professional errors and omissions liability may be for a minimum coverage of \$100,000. The coverage limits are subject to change in accordance with any changes in limits under the Florida Tort Claims Act, or to the extent the City deems necessary to cover the City's liability in the absence of the Florida Tort Claims Act.

Liability coverage shall be provided on an "occurrence" basis. "Claims made" coverage will not be acceptable, except for the coverage required by (2) above. The City shall be named as an additional insured.

Certificates of insurance acceptable to the City shall be filed with City prior to the commencement of any work by Engineer. Each certificate shall state that coverage afforded under the policy cannot be cancelled or reduced in coverage until at least 30 days prior written notice has been given to City. A certificate which states merely that the issuing company "will endeavor to mail" written notice is unacceptable.

16. Ownership of Work Product.

a. Definitions. As used in this Section 16, and elsewhere in this Contract, the following terms have the meanings set forth below:

(i) Drawings, specifications and other documents, including those in electronic form, prepared by the Engineer and the Engineer's consultants are Instruments of Service intended and authorized for use by the City.

(ii) "Work Product" means all copies of such Instruments of Service provided by Engineer to City pursuant to the Work.

b. Original Works. The Engineer and the Engineer's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain common law, statutory and other reserved rights in their work, including copyrights. All Work Product provided by Engineer pursuant to the Work, including derivative works and compilations, and whether or not such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of City who may use them without the Engineer's further permission for any lawful purpose. Under no circumstances will the transfer of ownership of drawings, specifications, electronic data or other Instruments of Service be deemed to be a sale by the Engineer, and the Engineer makes no warranties, express or implied, of merchantability or of fitness for a particular purpose.

c. Third Party Works. Upon execution of this Contract, the Engineer grants to the City a nonexclusive license to reproduce the Engineer's Instruments of Service for purposes of constructing, using and maintaining the Project. The Engineer shall obtain similar nonexclusive licenses from the Engineer's consultants consistent with this Contract. Any unauthorized use of the Instruments of Service for any purpose other than the Project shall be at the City's sole risk and without liability to the Engineer or the Engineer's consultants. The City shall indemnify and hold harmless the Engineer, Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of any unauthorized use of drawings, specifications, electronic data or other Instruments of Service.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement and affixed their corporatize seals, effective as the date set forth above.

CITY

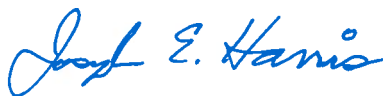
HARRIS CIVIL ENGINEERS, LLC

BY:



Robert G. Francis, City Manager

BY:



Signature of Authorized Rep.

Joseph E. Harris / Principal

Printed Name/Title

ATTEST:



Yolanda Quiceno
City Clerk

EXHIBIT A
Statement of Qualifications

(Attached)

HARRIS

Harris Civil Engineers, LLC

ENGINEER OF RECORD SERVICE

FOR THE CITY OF BELLE ISLE

JUNE 7, 2017



June 7, 2017

Mr. Bob Francis, City Manager
City of Belle Isle
1600 Nela Avenue
Belle Isle, Florida 32809

HARRIS

Harris Civil Engineers, LLC

RE: Qualifications for City Engineer of Record Services

Dear Mr. Francis:

On behalf of the Harris Civil Engineers. (HCE), I am pleased to submit this response to the request for qualifications for City Engineer of Record Services. The HCE team has the necessary expertise to provide exceptional quality and responsive service to the City of Belle Isle and has successfully completed a variety of civil engineering projects for many municipalities including:

Paradise Island, Bahamas (Continuing Services Provider)	
University of Central Florida (Continuing Services Provider)	
Valencia State College (Continuing Services Provider)	
City of Orlando	Orange County
City of Winter Park	Seminole County
Osceola County	Volusia County
Seminole State College	University of Florida

It appears that some of the areas of professional services that the City may require as part of this contract are stormwater collection and disposal design, sanitary sewer design and transportation/roadway design. David Taylor, PE will serve as the City's point of contact for any projects that may be assigned under this contract. Mr. Taylor has extensive experience in the planning and preliminary and final design of potable water, reuse water, wastewater collection and treatment systems, stormwater collection systems and hydraulic modeling of potable water/fire water distribution systems, reclaimed water irrigation systems, gravity flow and lift station/force main collection systems, site grading and drainage, and stormwater collection and storage.

We are confident that you will find that our assigned project team is made up of the appropriate, qualified and experienced personnel. As Principal-in-Charge, I can assure you that we will provide the City of Belle Isle with the highest quality professional services available.

We appreciate the opportunity to submit our qualifications and should you need additional information regarding HCE, our personnel, or our recommended sub-consultants, please do not hesitate to contact David Taylor or myself.

Regards,

HARRIS CIVIL ENGINEERS, LLC

Joseph E. Harris, PE, LEED AP
Principal

1200 East Hillcrest Street
Suite 200
Orlando, FL 32803
800.595.8185

Telephone: 407.629.4777
Fax: 407.629.7888
www.harriscivilengineers.com

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PART 1 – AUTHORIZED NEGOTIATING PERSONNEL

The following persons are authorized to represent Harris Civil Engineers, LLC in negotiating and signing any agreement which may result from the proposal.

- Mr. Joseph Harris, PE, LEED AP
Sole Owner of Harris Civil Engineers, LLC
1200 Hillcrest Street, Suite 200
Orlando, Florida 32803
Phone/Direct Line: 407-428-2630
Email: joeh@harriscivilengineers.com
- Mr. David Taylor, PE
Project Manager, Harris Civil Engineers, LLC
1200 Hillcrest Street, Suite 200
Orlando, Florida 32803
Phone/Direct Line: 407-428-2639
Email: davidt@harriscivilengineers.com

PART 2 – QUALIFICATIONS

A. Name and qualifications of the individual who will serve as the City Engineer.

DAVID TAYOR, PE

Project Manager

QUALIFICATIONS

Years of Experience: 16

Years with HCE: 16

Education:

BSCE, Civil Engineering, Florida Institute of Technology, 1999

Registration:

State of Florida #60928, US Virgin Islands #7020

Affiliations:

American Society of Civil Engineers

BACKGROUND

Mr. Taylor has 13 years civil engineering experience in the planning and preliminary and final design of potable water, reuse water, wastewater collection and treatment systems, grading, drainage, and stormwater collection systems. His responsibilities have included planning, designing, analyzing, and hydraulic modeling of potable water/fire water distribution systems, reclaimed water irrigation systems, gravity flow and lift station/force main collection systems, site grading and drainage, and stormwater collection and storage.

RELEVANT EXPERIENCE

Paradise Island, Bahamas, Water Billing Development – As continuing services provided for Kerzner International, HCE assisted in developing a water and wastewater billing program for entire island. This included developing an impact fees program and developing the appropriate unit fee rates.

University of Central Florida Potable Water Supply Wells and Treatment Facility Redesign – As part of their growth management plan, HCE in partnership with a Geotechnical Engineering sub-consultant designed upgrades to the existing potable water supply wells and the water treatment system. The wells were expanded from 3 to 5. Harris sized the pumps and piping. The treatment system was a tray aerated system for the removal of Hydrogen Sulphide. HCE performed the design for the upgrades to this system.

University of Central Florida Campus Fire Protection System Improvements, Orlando, Florida— Project Engineer for transmission main improvements to the campus potable water system. Included over 2 miles of new mains. Performed extensive hydraulic modeling.

University of Central Florida Potable Water Booster Pump Station, Orlando, Florida— Project Engineer for the potable water booster station to serve and boost pressure to the UCF campus by the proposed Orange County system connection.

Paradise Island Master Lift Station and Force Main System Evaluation – As part of the Phase III Expansion of the Atlantis Resort on Paradise Island, HCE was tasked with evaluating the existing lift station and force main system for the entire island. HCE identified what lift stations needed to be upgraded, which needed to be rehabbed. The force main system was also evaluated for size and age. HCE produced construction drawings based on the report findings.

DAVID TAYLOR
continued

Paradise Island Water Distribution, Pumping and Storage System Evaluation—As part of the Phase-III Expansion of the Allaritis Resort on Paradise Island, Bahamas, HCE evaluated the potable water distribution, pumping and storage systems. HCE generated multiple options for upgrades to the system. Ultimately it was decided that the most cost effective and engineering appropriate solution was to constructed a treatment plant with pumping and storage

Belle Terre Parkway Boulevard 16-Inch Water Transmission Main, Florida Water Services, Palm Coast, Palm Coast, Florida— Project Engineer for a 16 inch Potable Water Main addition to the existing Palm Coast potable water system along Belle Terre Parkway.

Water Conserv II, Western Reclaimed Water System Expansion, Orange County, Florida—Project Engineer for evaluating, upgrading, and H2ONET and EPANET alternative expansion scenarios for the existing reclaimed water system in Western Orange County.

Legacy Park Subdivision Off-Site Utilities, Osceola County, Florida— Project Manager for off-site utility improvements along Osceola Parkway near SR 535 to serve the proposed Legacy Master Plan area. Project included a 30' deep, 10' diameter triplex lift station with telemetry, SCADA controls, permanent generators, an air scrubber and approximately 1.5 miles of 20" force main. Connections from the potable water and reuse water mains within Osceola Parkway were another component. Challenges in this project included directional drilling under Osceola Parkway and directional drilling under wetlands and canals.

Tupperware World Headquarters, Utilities Relocation Project, Osceola County, Florida— Project Engineer for the relocation of utilities in conjunction with the SR 441 road widening project. Included design of new lift station approximately 30' deep with an 8' diameter wet well and backflow preventers.

GOAA Administrative Building, Orlando Florida— Served as project manager providing design of sanitary sewer system with a relocated master lift station using H2ONET, stormwater modeling using AdICPR and StormCAD and driveway design using AutoTURN. Duties included permitting (through City of Orlando, GOAA and FDEP) and extensive construction administration. Managed in-house personnel, budgets and schedule. Project site construction costs were estimated at approximately \$4 million.

- A. Names of professional persons who will assist the City Engineer in performing the work and a current résumé for each.

JOSEPH HARRIS, PE, LEED AP
PRINCIPAL

QUALIFICATIONS

Years of Experience: 39

Years with HCE: 31

Education:

MBA, Finance, Loyola College, 1982

BSCE, Civil Engineering University of Delaware, 1977

Registration:

Arizona #31476, California #55622, Florida #34517, Virgin Islands 768-E

Affiliations:

American Society of Civil Engineers

LEED Accredited Professional

BACKGROUND

Mr. Harris is a civil engineer with over 39 years experience and a principal with Harris Civil Engineers, LLC. Harris Civil Engineers, LLC is a civil engineering firm located in Orlando, Florida. They provide services for clients throughout the U.S., Latin America, South America, and the Caribbean. Their clients include Walt Disney Imagineering, Walt Disney World Co., Universal Studios, MCA, Ritz-Carlton, Hilton Hotels, and Kerzner International, St. Joe Corporation, Faison, Trammel Crow, MVCI, and Wyndham. The firm also has worked for the cities of Orlando, Maitland, Altamonte Springs, Ocoee, and Sanford, counties of Orange, Volusia, Osceola, and Seminole and the State of Florida.

He was graduated from the University of Delaware in 1977 with a BSCE and from Loyola College in 1982 with an MBA in Finance. He worked for Greiner Engineering throughout the eastern US for 9 years. He started Ivey, Harris & Walls, Inc. in 1986. The civil engineering section of IHW was spun off and renamed Harris Civil Engineers, LLC in 2003.

He has managed projects ranging from the design of retail strip centers, residential housing, shopping centers, shopping malls, office buildings, industrial facilities, resorts, master planned projects, theme parks, restaurants, railroads, airports, schools, universities, banks, service stations, and marinas. In addition, he has worked on projects for municipalities, counties, state agencies and the federal government.

Among Mr. Harris's retail projects include Millennia Mall, Festival Bay, and Waterford Lakes Town Center in Orlando. He was also involved in office development projects, including work for St. Joe Corporation, Flagler Development, Cabot, Cabot & Forbes, and Highwoods Properties.

Mr. Harris's projects include Disney's Swan and Dolphin Hotels, Pleasure Island, All-Star Resorts, Coronado Springs Hotel, Boardwalk Resort, and Wilderness Lodge for Disney. Recently, he directed the design of the Sugar Bay Plantation in St. Thomas and the first \$100 million renovation to Paradise Island Resort and Casino, in the Bahamas.

Mr. Harris also completed the 850-acre/\$125 million resort infrastructure for MCA/Universal City Development Partners in Orlando, Florida. The development included two theme parks, five hotels, golf course, and an entertainment center. The infrastructure project included master planning, through final design and construction administration.

JOSEPH HARRIS
Continued

Mr. Harris has provided infrastructure design on over 3,150 projects since 1977.

Mr. Harris has testified to civil engineering issues, including parking, vehicle turning and stacking, zoning, comprehensive plan issues, setbacks, buffers, drainage, flooding, water services, wastewater collection and pumping systems, fencing, grading, ramps and handicapped site access requirements, effluent distribution, permitting, and roadway. He has also been involved in transportation issues involving roadway design, sight and stopping distances, sidewalk, bike lane, and striping/signage.

Also, he has been an expert testifying on real estate development issues, professional engineering issues and underground utility issues. He has testified numerous times for private and public landowners in eminent domain cases.

RELEVANT EXPERIENCE

1991 to Present – Expert Services for Private Owners.

1988 - Orange County Engineering Department

- Employed as an expert witness for Cemetery Road eminent domain project.
- Also provided services for Orange County vs. Orange Acres

1990 - Disney Development Company

- Employed as an expert witness for the creation of the Celebration Community Development District.
Testified as to adequacy of water, wastewater, drainage, and roadway.

1990 - Disney Development Company

- Employed as an expert witness for the creation of the Enterprise Community Development District.
Testified as to adequacy of water, wastewater, drainage, and roadway.

1991 to present - Florida Department of Transportation District 5

- Employed as an expert witness for the eminent domain legal staff. Our services include exhibit preparation, opinions, depositions, trial testimony, and fee hearing preparation. Mr. Harris has worked on over 106 parcels. The larger projects included:

- All Florida Plumbing - Provided exhibits, depositions, and trial testimony. 1994
- Lake County Recycling - Provided exhibits and opinions.
- Freeman - Provided exhibits and depositions. 1995
- State Farm Insurance - Provided exhibits and depositions.
- Hart Land and Cattle - Provided exhibits and opinions.
- Lake County Pistol and Rifle - Provided exhibits and opinions.
- Publix Supermarket - Provided exhibits and opinions.
- Shoneys - 6 parcels on SR 441 - Provided exhibits and opinions.
- DOT v. Smallwood Sign Company - Parcels 105, 141 and 150 - Provided opinions.
- DOT v. Jerry Moye
- DOT v. FJ and Associates
- DOT v. Gulfstream Partners
- DOT v. Country Time
- DOT v. Thomas
- DOT v. Country Time
- DOT v. Gulfstream Partners
- DOT v. Carlos Genero
- DOT v. Highland Golf
- DOT v. 27 Properties

JOSEPH HARRIS
continued

1996 to 2001 - Seminole County Engineering Department

- Employed as an expert witness for Howell Branch Road eminent domain project (two parcels, Seminole County v. Bud Mudd). 1996
- Employed as an expert witness for two parcels on SR 427
- Employed as an expert witness for three parcels on SR 434

1997 to 2000 - Hillsborough County Attorneys Office

- Employed as an expert witness for Bloomingdale Avenue eminent domain project.
- Employed as an expert witness for Linebaugh Avenue eminent domain project (Hillsborough County v. Spivey and Hillsborough County v. Florida Rock).

1996 to 1997 - duPont and Greenberg Traurig Attorneys

- Employed as an expert on drainage and flooding for Gator Slough Nursery v. duPont, Twentieth Circuit, Charlotte County, Florida, the Honorable Donald E. Pellechia presiding, provided exhibits, deposition, and trial testimony. 1997

2003 to 2004 - Mid-State Paving v. Island Club West

- Employed as an expert on site design, drainage, utilities, liner and grading for this arbitration case.

2006 to 2008 - Confidential v. Seven Eleven, et al.

- Employed as an expert on driveway design, permitting and sight distances.

2007 to 2013 - Swofford v. Seminole County

- Employed as an expert on survey, layout, graphical representation and distances.

2007 to Present - Lakeview HOA v. Maronda Homes

- Employed as an expert on subdivision design, drainage, grading, permitting and piping.

2009 to 2010 - Turnbaugh Construction v. BellSouth

- Employed as an expert on standard of care and management of utility conflicts

2009 to 2010 - Jones Brothers Construction v. Ch2mHill

- Employed as an expert on standard of care

2009 to 2012 - Glynwood HOA v. M/I Homes (four subdivisions)

- Employed as an expert on subdivision design, drainage, grading, permitting and piping.
- Potential standard of care issues.

2010 to 2011 - Levon Enterprises v. ABC Land Clearing

- Employed as an expert on site design, drainage, pavement and curb design.

2010 to 2012 - Blue Springs Investments v. Grandville on Saxon, Ltd.

- Employed as an expert on site design, drainage, grading, permitting and piping.
- Potential standard of care issues.

2011 to 2013 - Wilson Garber and Small

- Walker Middle School
- Ocoee Elementary School
- DOT vs. Rees

2011 to 2013 - Astaldi v. King Engineering Associates

- Employed as a standard of care expert

2011 to Present - Alaqua HOA v. Taylor Morrison

- Drainage, underdrain, groundwater and pavement issues
- Employed as a standard of care expert

JOSEPH HARRIS
continued

2011 to 2013 – Astaldi v. Desoto County
- Employed as a standard of care expert

2011 to 2012 – Ditaranto v. Debary and PEC
- Employed as a drainage expert

2011– Clermont Ventures v. Interplan
- Employed as a standard of care expert

2013 to 2014 – Infrasource v. Atkins
- Employed as a standard of care expert

2013 to 2014 – The Quarter at Ybor HOA v. TBPM
- Wastewater piping expert

2015 to 2016 – Lauterner v. Surrey Homes
- Stormwater and Permitting expert

2015 to Present – The Oakes HOA v. MI Homes
- Civil Engineering expert

2016 to Present – Eagle Pointe neighbor v. CalAtlantic Homes
- Civil Engineering expert

2016 to Present – Palmer Lakes HOA v. CalAtlantic Homes
- Civil Engineering expert

2016 to Present – Copperstone HOA v. CalAtlantic Homes
- Civil Engineering expert

2016 to Present – Therrien v. Doust
- Civil Engineering expert

RICHARD LIS, PE, LEED AP
PROJECT ENGINEER

QUALIFICATIONS

Years of Experience: 30

Years with HCE: 19

Education:

BS Civil Engineering, Syracuse University, 1987

Registration:

Florida # 51215, Massachusetts # 36803

Affiliations:

LEED Certified Professional

American Society of Civil Engineers

BACKGROUND

Mr. Lis has 29 years of experience in all aspects of civil engineering design. Mr. Lis has experience working in both the public and private sectors. His experience includes design of residential, commercial, highways, bridges, utilities and public infrastructure projects. Mr. Lis' experience also includes stormwater management system permitting and utility permitting of projects with state and local regulatory agencies.

RELEVANT EXPERIENCE

UCF Campus Master Plan, Orlando, Florida— Prepared the four plan Elements of the 1995 Campus Master Plan. The firm subsequently completed the summary Master Plan document for the Board of Regents. The first comprehensive plan was developed for UCF under new state planning guidelines. The elements include recreation and open space; conservation; and utilities, including water, wastewater, solid waste, and drainage.

UCF Fire Mains, Orlando, Florida— Provided analysis of the existing campus water system, evaluation of fire protection water supply alternatives, hydraulic modeling, recommendations for improvements to the existing campus water system transmission and distribution system, interim operational recommendations, and design of interim improvements to improve fire water supply. Additionally, the firm designed the necessary water main improvements to provide adequate supply and pressures to the campus.

UCF Master Stormwater Plan Update, Orlando, Florida— Mr. Lis prepared the original Master Stormwater Plan in 1995 and secured all required permits from the St. Johns River Water Management District for the entire campus. The stormwater plan identified drainage basins, flow patterns, drainage calculations, proposed drainage facilities. The update modified the boundaries of the drainage basins to reflect current and proposed construction activity. The campus was re-permitted through the Water Management District

UCF Utility Infrastructure Master Plan, Orlando, Florida— Design services for the 50-acre medical campus at Lake Nona South. Assistance includes site development issues, master utility and drainage plan, and prepare preliminary sizing and layouts for utility and drainage lines.

Campus Asphalt and Resurfacing at UCF, Orlando, Florida— As Project Manager/Engineer, Richard provided civil engineering and construction administration service for the resurfacing of 11,000 L.F. of campus roadway along with various turn lane, parking lot and sidewalk upgrades. Richard provided civil engineering design, site evaluation of existing conditions, preparing construction plans, bidding assistance, coordination with Orange County Traffic Department roadway design and construction administration.

RICHARD LIS
Continued

Centerview Boulevard/Greenwald Way, Osceola County, Florida— As Project Engineer, Richard provided civil engineering and construction administration service for the design of a 2,800 L.F. of 4-lane divided urban section connector roadways. Richard's services included roadway design, drainage and grading design, and permitting the projects with the South Florida Water Management District and Osceola County. Construction Administration services included, bidding assistance, responding to RFI's and performing site visits.

Central Florida Boulevard Realignment, Orlando, Florida— As Project Manager, Mr. Lis was responsible for the civil engineering design of the realignment of Central Florida Boulevard from Alafaya Trail into the UCF Campus Gemini Boulevard. The purpose of the realignment was to move the Alafaya Trail intersection away from the University Boulevard intersection so that a signalized intersection could be constructed. Richard provided design for 2,000 L.F. of four-lane divided roadway realignment, signalized intersection improvements, stormwater management design and permitting with county and state agencies, and construction administration.

Gemini/Orion Boulevard Expansion, Orlando, Florida— As project engineer, Richard provided full site/civil engineering services for the expansion of Gemini Boulevard East and North Orion Boulevard. Richard designed the roadway from a 2 lane section to a 4 lane divided section with bike lanes. Richard designed over 4,000 feet of four-lane divided roadway, a traffic signal at Parking Garage C Richard provided roadway design, drainage and grading design, and permitting the project with the St. Johns River Water Management District. Construction Administration services included, bidding assistance, responding to RFI's and performing site visits to assure project was being constructed per the plans and specifications.

Gemini Boulevard South Realignment, Orlando, Florida— As Project Manager, Mr. Lis provide civil engineering and construction administration services for the realignment of Gemini Boulevard South from University Boulevard to Garage B. This project included the design of 1,700 L.F. of roadway and revision of existing parking lots impacted by the road project. Design services included roadway design, drainage and grading design, and permitting the projects with the St. Johns River Water Management District. Construction Administration services included, bidding assistance, responding to RFI's and performing site visits.

Lake Nona Campus Roads UCF, Lake Nona, Florida— Campus Drive will be a two-lane urban section road with on street parking and service road will be an urban section street. HCE provided utility design for sanitary sewer, potable water, reclaimed water and stormwater along the roads and provide stub out along road per UCF's Master utility plan. In addition, HCE will coordinate with OUC for chilled water, power and roadway lighting

Libra Drive Widening at UCF, Orlando, Florida— Mr. Lis served as Project Manager for the expansion of Libra Drive from a 2 lane section to a 4 lane urban section with bike lanes. Richard provided civil engineering design of 3,300 feet of four-lane divided roadway with signal light upgrades. His design services included roadway design, drainage and grading design, utility relocation and permitting the project with the St. Johns River Water Management District. Construction Administration services included, bidding assistance, responding to RFI's and performing site visits.

Mary Louis Lane, Osceola County, Florida— Mr. Lis served as Project Engineer providing civil engineering and construction administration service. Richard provided civil engineering design for 3,900 L.F. of 2-lane divided urban section connector roadway. Design services included roadway design, drainage and grading design, and permitting the project with the South Florida Water Management District, Orange County and Osceola County. Construction Administration services included, bidding assistance, responding to RFI's and performing site visits.

RICHARD LIS
Continued

Osceola Parkway Extension, Osceola County, Florida— Mr. Lis served as Project Engineer. Richard provided complete civil engineering design and construction services for the 3,300 foot 4-lane divided urban section roadway. Richard also provided civil design for a service road to the southwest. The design included sewer and water utilities, as well as drainage and detention of storm water. Richard also coordinated the design of electrical and communication ductbanks and a natural gas main. Richard permitted the project with the Reed Creek Improvement District, SFWMD and FDEP.

OCC Lot Three Roads, Osceola County, Florida— Design of all street and storm water improvements for a heavy-duty pavement in a heavy commercial/industrial area. Design included all necessary storm water improvements and other utility expansions and relocations to service the commercial subdivision. All permitting through local, state and federal authorities, Right-of-way and easements acquisitions and project construction management and administration. Services included project administration of all design disciplines that included electrical, irrigation and landscape designs.

Sherry Drive Erosion Control, Orange County, Florida— Conducted a drainage analysis to determine measures to help counteract the erosion problems affecting a portion of the 15-mile long Little Wekiva River. Coordination between owner, agencies, geotechnical engineer, and surveyor to acquire information to meet common goals. Permitting through Orange County, and the St. Johns River Water Management District.

UCF Campus Paving, Orlando, Florida— Civil Designer and Draftsman for a major road resurfacing project covering Greek Park Drive, Gemini Blvd., and N. Orion Blvd. Project involved generating construction documents that designated the limits, methods of resurfacing, and restriping of the main roadway that circles the university campus.

ABDUL ALKADRY, PE
PROJECT ENGINEER

QUALIFICATIONS

Years of Experience: 27

Years with HCE: 9

Education:

Masters of Engineering, Transportation Engineering, Carleton University, Canada 1999

Bachelors of Engineering, Civil Engineering, American University of Beirut, Lebanon 1990

Registration:

Professional Engineer, Florida #66693, Missouri #2005022074, Lebanon #14405

Affiliations:

American Society of Civil Engineers

BACKGROUND

Mr. Alkadry's primary responsibilities are in civil engineering project management. His professional experience includes various aspects of land development including paving, grading and drainage design, utility systems design and coordination, construction project management and administration, specifications review & compilation, client and agency coordination, and permitting through various local, state and federal agencies. Mr. Alkadry held several positions with NY state Department of Transportation and The City of Cape Girardeau, Missouri before accepting a position with Harris Civil Engineers, LLC.

RELEVANT EXPERIENCE

OCC Lot 3 Stormwater- Design Osceola County, Florida— Provide civil engineering design and permitting services for a 30.5 acres commercial property in Osceola County. Civil engineering services include the design of the stormwater system and permitting through The South Florida Water Management District (SFWMD), The Army Corps of Engineers (COE) and Osceola County.

OCC Lot Three Roads— Design of all street and storm water improvements for a heavy-duty pavement in a heavy commercial/industrial area. Design included all necessary storm water improvements and other utility expansions and relocations to service the commercial subdivision. All permitting through local, state and federal authorities, Right-of-way and easements acquisitions and project construction management and administration. Services included project administration of all design disciplines that included electrical, irrigation and landscape designs.

OCC Lot 6 Stormwater- Design Osceola County, Florida— Provide civil engineering design and permitting services for a 13.5 acres commercial property in Osceola County. Civil engineering services include the design of the stormwater system and permitting through The South Florida Water Management District (SFWMD), The Army Corps of Engineers (COE) and Osceola County.

OCC Lot 8 Stormwater- Design Osceola County, Florida— Provide civil engineering design and permitting services for a 16.5 acres commercial property in Osceola County. Civil engineering services include the design of the stormwater system and permitting through The South Florida Water

Tupperware Heights Stormwater Master Plan, Orange County, Florida— Provided civil engineering and permitting services for a three lot 59 acres commercial subdivision in Orange County. Civil engineering services includes the design of a master stormwater system and permitting through South Florida Water management District and The US Army Corps of Engineers

Tupperware Heights Utility Master Plan- Design and construction, Orange County, Florida —Provide civil engineering design, permitting, construction bidding and administration services for a three lot 59 acres commercial subdivision in Orange County. Civil engineering services include the design of utility systems for sanitary sewer, water system, and reuse water and permitting through Orange County, Florida Department of Transportation, South Florida Water Management District and Florida Department of Environmental Protection.

ABDUL ALKADRY
continued

UCF Lake Claire Improvements, Orlando, Florida— Water, storm water and sanitary sewer system design for a new Park facility on campus. Park included relocation existing utility yard and water well pumping station, combining and expanding stormwater basins, beach volleyball courts, general purpose sports field, park shelters and trails. Civil design included all site grading, utility relocations, stormwater design, permitting through Saint Johns River Water Management District, University of Central Florida and Orange County Health Department. Services included project administration of all design disciplines that included electrical, irrigation and landscape designs. Services also included construction phase services.

UCF Minor Projects, Orlando, Florida— Pavement, water, storm water and sanitary sewer system design for several minor projects on campus such as Pond 4M modifications, South Campus lift station and the Gemini Boulevard and Libra Drive intersection. Civil design included all site grading, utility relocations, permitting and other necessary appurtenances.

UCF Central Florida Boulevard, Orlando, Florida— Rehabilitation of an existing urban four lane roadway. Design included all necessary pavement remedies and repairs and all permitting through local, state and federal authorities, Right-of-way and easements acquisitions and project construction management and administration.

UCF Libra Drive Widening, Orlando, Florida— Street and storm water improvements for the widening of an existing rural type two lane roadway to an urban four lane roadway. Design included all necessary storm water improvements and other utility expansions and relocations and all permitting through local, state and federal authorities, Right-of-way and easements acquisitions and project construction management and administration. Services included project administration of all design disciplines that included electrical, irrigation and landscape designs.

Deborah Gackenback
Permit Coordinator

QUALIFICATIONS

Years of Experience: 23

Years with HCE: 17

Education: Polk Community College, Baylor University, Seminole State College

BACKGROUND

Ms. Gackenback has 23 years of experience in the engineering industry to include land development and design, platting, and procedural requirements. Permitting experience includes most local Counties, many local Cities, FDEP, FDOT, ACOE, EPA, and the Florida Water Management Districts. Her responsibilities are to ensure all project permits are obtained and tracked to final certification. Her role is also one of a liaison and central contact person between HCE and the governmental regulatory agencies.

B. Familiarity with laws and regulations governing public Civil Engineering improvements.

Harris Civil Engineers, LLC has been engaged as an expert witness on many Eminent Domain cases. As such, HCE has extensive knowledge of the laws and regulations regarding municipal improvements. Among others, our municipal clients include FDOT (District 5), Orange County and Seminole County. HCE has been continuing civil engineering consultants for Orange County, Seminole County, City of Orlando, Winter Park, Paradise Island in the Bahamas (through Kerzner International), University of Central Florida (current) and University of Florida. HCE has also done work for the City of Kissimmee, Toho Water Authority, the City of Palm Coast and the School Boards of Orange, Seminole, Volusia and Brevard Counties. Our experience in civil improvements design and permitting has educated and continue to educate us in the laws and regulations of State, County and Local design. HCE works with several law firms that could assist in interpreting legal matters.

PART 3 – EXPERIENCE

Description of proposer's expertise in the following areas:

- 1) Civil, Electrical, Mechanical and Transportation Engineering;
 - (a) HCE has extensive civil design and planning experience.
 - (b) HCE would engage the services of one of the several MEP firms in the Central Florida area which we have long standing relationships with and who meet the requirements of this RFP. These could include EXP Consulting Engineers, TLC Engineering, Peninsula Engineering and C&S Companies.
- 2) Deep well groundwater pumps and water distribution systems;
 - (a) HCE has designed many water distribution systems, both large and small, for public and private Clients. HCE has designed systems in all of the local Counties and many local Cities.
 - (b) HCE has designed the deep well groundwater pumps for the University of Central Florida, Baha Mar Resort in the Bahamas and Paradise Islands in the Bahamas. HCE would engage the services of one of several Geotechnical Engineering firms in the Central Florida area which we have long standing relationships with and who meet the requirements of this RFP. These could include Universal Engineering Sciences, PSI Engineering and Ardaman Engineers.
- 3) Municipal ground/surface water rights acquisition and maintenance of;
 - (a) Working with the City, HCE would engage the services of one of the many law firms we have relationships with in the Central Florida area to assist us in these matters.
- 4) Pump station and gravity wastewater collection systems;
 - (a) HCE has designed many pump stations, collection systems and force main systems.
 - (b) HCE has designed sewer systems for private and public clients including City of Orlando, Toho Water Authority, Orange County, Seminole County, University of Central Florida, University of Florida and others.
 - (c) HCE has also designed non-traditional systems such as low pressure grinder systems, vacuum systems and advanced treatment septic systems.
- 5) Aerated lagoon wastewater treatment with land applied effluent disposal;
 - (a) While HCE has designed Aerated Lagoon WWTPs and land applied disposal in the past, these are not technologies that are widely used due to the large amounts of land required.
 - (b) HCE has experience in other more common types of treatment processes such as Activated Sludge plants (most like the Aerated Lagoon principal), Sequencing Batch Reactor plants and Membrane Bio Reactor plants.
- 6) WPCF and NPDES permit regulations and compliance;
 - (a) HCE has performed multiple projects where NPDES permits were required and acquired.
 - (b) Assuming that WPCF stands for Water Pollution Control Facilities (as opposed to the Water Pollution Control Federation), HCE has assisted municipalities in permitting designed upgrades to their plants. This includes City of Orlando
- 7) Municipal transportation systems involving state and federal highways;
 - (a) HCE has a long-standing relationship with the FDOT District 5.
 - (b) HCE has designed roadway systems for FDOT, Orange County, Seminole County as well as several other smaller municipalities.
- 8) Road maintenance techniques and applications;

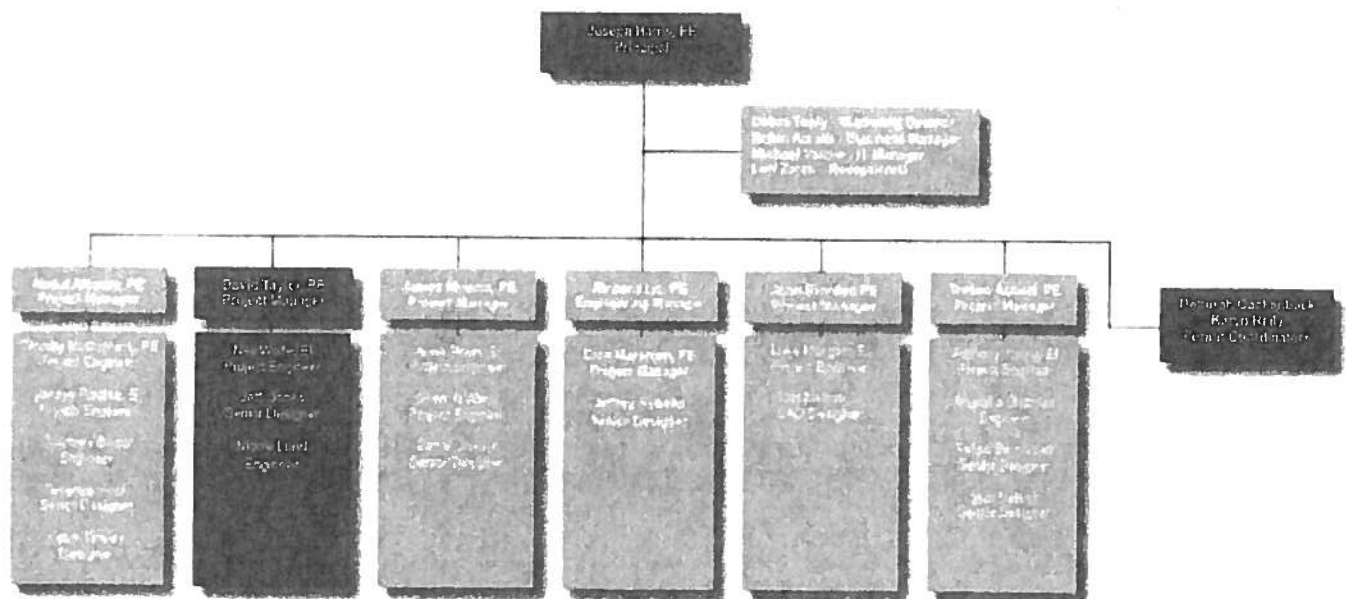
- (a) HCE would engage the services of one of our many General Contractors in the Central Florida area to assist in these matters.
- 9) Florida land use law/planning and development related infrastructure issues;
 - (a) HCE has extensive knowledge of the land planning process and have aided in the master planning of civil infrastructure for many clients, both municipal and private.
 - (b) Working with the City, HCE would engage the services of one of the many law firms we have relationships with in the Central Florida area to assist us in these matters.
- 10) Public improvement contracting and administration;
 - (a) HCE has extensive history with the preparation of RFP/RFQs, determining and soliciting qualified bidders, handling the administration of the bidding process and negotiating the contract with the successful bidders.
- 11) Contract law and intergovernmental agreements;
 - (a) Working with the City, HCE would engage the services of one of the many law firms we have relationships with in the Central Florida area to assist us in these matters.
- 12) Public Utility billing operations and maintenance;
 - (a) HCE has developed utility billing procedures for the University of Central Florida, Paradise Island in the Bahamas and Baker's Bay in the Bahamas
- 13) Public finance and infrastructure financing.
 - (a) HCE would engage the services of a legal and financial firm that is qualified to perform these functions.

Workload Capacity.

HCE has an extensive history of providing civil engineering design services to both public and private sector clients. HCE is sensitive to the needs of our Clients, and as such, we are very careful to insure that we can provide the highest level of quality and services. We do this by carefully reviewing our assigned team members project workloads to determine service thresholds. This threshold is determined by reviewing current work assignments against future projected work assignments. We will dedicate, at the onset of the project, sufficient time allocation for the design team to be able to undertake any level of planning or design work that could be expected during the project. In the event that additional staff is needed, HCE will guarantee those staff members are made available. We clearly understand that all deadlines must be met and that the quality of work meets your expectations.

Proposer's facilities and availability of support staff.

Harris Civil Engineers is located in downtown Orlando, Florida. The firm currently employees a staff of 32 professional civil engineers, designers/technicians and administrative staff. Harris Civil Engineers has served as an on call consultant to several public entities. We have successfully completed numerous projects under these contracts. Our professional services include: civil engineering, site development engineers, roadway design, transportation engineering, utility & drainage design, feasibility studies, water supply facilities design, wastewater facilities design, reuse system design, permitting and regulatory agency coordination. HCE has assigned a team lead by David Taylor, who has previously provided design services to the City. Should there be a need for additional staff, HCE has readily available several other team leaders that can also assist with any task that may be assigned.





CERTIFICATE OF LIABILITY INSURANCE

HARRI-3 OP ID: KM

DATE (MM/DD/YYYY)
11/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
JCJ Insurance Agency
2208 Hillcrest Street
Orlando, FL 32803
Mark E. Jackson

CONTACT NAME Kristin McIntosh
PHONE (A/C, H, C, H) 321-446-1117
FAX (A/C, H, H) 321-446-1076
E-MAIL ADDRESS cert@jcj-insurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURED Harris Civil Engineers, LLC
1200 East Hillcrest St #200
Orlando, FL 32803

INSURER A: RLJ Insurance Company

13056

INSURER B: Lloyd's of London

048940

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	ADDL. SUBS. INFO. (VW)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS
A ☒ COMMERCIAL GENERAL LIABILITY	☒ CLAIM-MADE ☒ OCCUR	PSB0002028	12/01/2016	12/01/2017	EACH OCCURRENCE: 1,000,000 AGGREGATE: 1,000,000 MEDICAL EXPENSE: 10,000 PERSONAL & AD&M: 1,000,000 RETENAL AGGREGATE: 2,000,000 PRODUCTS - COMPLETED: 2,000,000
A ☒ AUTOMOBILE LIABILITY	☒ OWNED AUTOS ☒ NON-OWNED AUTOS	PSB0002626	12/01/2016	12/01/2017	EACH OCCURRENCE: 1,000,000 AGGREGATE: 1,000,000 MEDICAL EXPENSE: 10,000 PERSONAL & AD&M: 1,000,000 RETENAL AGGREGATE: 2,000,000
A ☒ UMBRELLA L&A	☒ CLAIM-MADE ☒ OCCUR	PSE0003098	12/01/2016	12/01/2017	EACH OCCURRENCE: 3,000,000 AGGREGATE: 3,000,000
A ☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☒ CLAIM-MADE ☒ OCCUR	PSW0002304	12/01/2016	12/01/2017	EACH OCCURRENCE: 1,000,000 AGGREGATE: 1,000,000 MEDICAL EXPENSE: 10,000 PERSONAL & AD&M: 1,000,000 RETENAL AGGREGATE: 2,000,000
B Professional Liab		AE152041	12/01/2016	12/01/2017	Claim/Agg
A Excess Prof Liab		RDP0023851	12/01/2016	12/01/2017	Claim/Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

"FOR PROPOSAL PURPOSES ONLY"

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

ACORD 26 (2014/01)

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A list of at least three references from government clients of similar size for whom similar services have recently been provided. (For all references, please include names, phone numbers, and description of work performed.)

1. University of Central Florida

Bill Martin, Director
407-823-5270
bill.martin@ucf.edu

HCE has held the University of Central Florida Continuing Services Contract for nearly 20 years. HCE has completed over 225 projects involving a multitude of services throughout the campus. These projects have ranged from site development for new buildings and various other structures, design of roads, parking lots, sports fields, drainage ponds, utilities, sidewalks and maintenance project, to permitting of utility systems through FDEP and stormwater systems through the St. Johns River Water Management District (SJRWMD). In addition, we have provided master planning services for UCF's stormwater system, potable water/firewater system, and various public spaces.

2. Tupperware Corporation

Thomas. Roehlk, Executive Vice President
407- 826-4514
tomroehlk@tupperware.com

HCE has been Osceola Corporate Center's (OCC) civil engineering consultant since 1986. HCE has been providing support to OCC for over 24 years to assist them in developing their 1,050+ acres. HCE has assisted OCC in developing numerous projects including, mixed-use, shopping centers, office buildings, roads, utility systems, and stormwater management systems. HCE developed OCC's master stormwater plan, which is the guideline that all stormwater management systems on the property are designed to. HCE continues to provide on-going civil engineering services for OCC projects.

3. SeaWorld Adventure Parks

Greg Bales, Vice President of Development
407-363-2121
greg.bales@seaworld.com

HCE has held a master agreement with SeaWorld Adventure Park for over 10 years. HCE has evaluated their master water and sewer systems, designed portions of back of house roadway and has provided extensive design work on their stormwater system.

A list of the tasks, responsibilities, and qualifications of any sub-consultants proposed to be used on a routine basis and proof of adequate professional liability insurance for any sub-consultants.

Certain projects may require services outside the capabilities of our in-house design team which have to be subcontracted out to a qualified firm. Harris Civil Engineers typically subcontracts the following types of work: geotechnical, survey, electrical and mechanical. HCE has held numerous contracts with other design firms and has a good working relationships with other design professionals. Below are some of the firms that HCE works with:

Mechanical, Electrical and Plumbing Firms

- EXP Engineering
- TLC Engineering
- CNS Mechanical

Geotechnical Engineering Firms

- Universal Engineering
- Intertek (PSI)
- Artamann & Associates

Surveying Firms

- Accuright Surveys of Orlando
- Southeastern Surveying
- Tinklepaugh Surveying Services

Traffic Consultants

- Traffic Planning & Design

HCE's team typically plays a major role in coordinating the different disciplines on many of our projects. Our staff will exercise every effort to make sure that all the design disciplines are kept up to speed on any site changes and will ensure that other design professionals on the team are updating the rest of the team on their progress. If HCE is tasked with project coordination, our team will review the finished documents for each submittal for any inaccuracies, conflicts or deviations from the design program prior to submitting the documents to the City for review.

Affirmation Action Statement

It is the policy of Harris Civil Engineers to assure that all applicants are evaluated, and the employees are treated during employment, or during consideration for employment, without regard to their race, creed, color, sex, age, national origin or disability. Such nondiscriminatory action shall include, but not be limited to, the following: employment, job assignment, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation, and selection for training, including apprenticeship. The firm maintains a program of affirmative action to make known its policies in this regard to encourage all qualified persons to seek employment based on individual merit. This process includes positive steps to assure all minority groups and women full access to employment opportunities in the firm.

Harris Civil Engineers also prohibits discrimination and provides equal opportunity to qualified applicants for contracts and subcontracts. We will comply with all Federal, State and County requirements designed to guarantee that protected classes have equal access to contracting opportunities. We will use all good faith efforts to implement the Women and Minority-Owned Business Enterprise Program and to solicit active participation by certified M/W/DBE firms.

Harris Civil Engineers has consistently provided meaningful functions for Women and Minority-Owned Business Enterprises in the past and we will continue to do so for this project.

State of Florida
Board of Professional Engineers
Attests that
Harris Civil Engineers, LLC

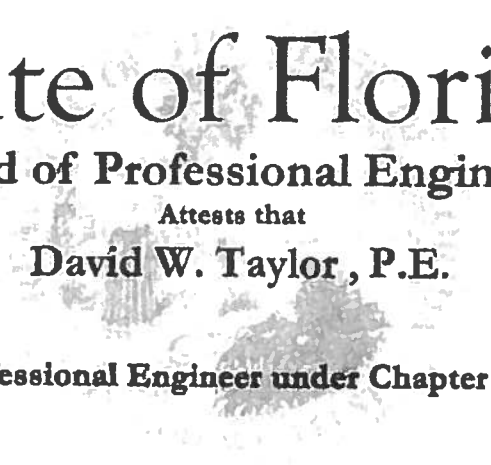


Is authorized under the provisions of Section 471, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019
Audit No: 228201902490 R

CA Lic. No:
9814

State of Florida
Board of Professional Engineers
Attests that
David W. Taylor , P.E.



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019
Audit No: 228201929724 R

P.E. Lic. No:
60928

State of Florida

Board of Professional Engineers

Attests that

Richard Alan Lis , P.E.



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019

Audit No: 228201905016 R

P.E. Lic. No:

51215

State of Florida

Board of Professional Engineers

Attests that

Abdulkader Alkadry , P.E.



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019

Audit No: 228201925429 R

P.E. Lic. No:

66693

State of Florida

Board of Professional Engineers

Attests that

Joseph Edward Harris , P.E.



Is licensed as a Professional Engineer under Chapter 471, Florida Statutes

Expiration: 2/28/2019

Audit No: 228201915886 R

P.E. Lic. No:

34517

Discussion of proposer's use of local resources and community involvement.

HCE has an extensive background in public involvement facilitation and experience in conducting open house sessions to solicit input from the surrounding residents, business owners and other users. These meetings have typically provided valuable information as to the extent of usership and the role that they play in meeting the needs of the City both now and in the future. Our approach to these meetings is one of structured informality whereby we inform the attendees of our site analysis findings and ultimate goals, but more importantly solicit public user input. Depending on the City's desired involvement with respect to solicit public input, HCE may schedule multiple meetings with various user groups to get more detailed information if possible. HCE is well versed in public involvement session, and will fully facilitate the meetings with as little or as much Staff involvement as desired by the City. As part of these meetings, HCE will provide all necessary background information (i.e. aerials, surveys, photo boards, GIS maps, etc) that will help to inform the public during the meetings.

EXHIBIT B

Request for Qualifications

(Attached)

REQUEST FOR QUALIFICATIONS CITY ENGINEER OF RECORD SERVICE

I. GENERAL INFORMATION

A. INTRODUCTION

The City of Belle Isle (City) is soliciting proposals for an Engineer of Record (City Engineer) to provide engineering services as an independent contractor to the City. Services typically conducted by the City Engineer include, but are not necessarily limited to the items listed in Article I.D of this RFQ. Work shall be provided to City on an as-needed basis, as authorized by the City Manager or the City Manager's designee.

Proposers shall be licensed to practice engineering in the State of Florida and be members in good standing with the Florida Board of Professional Engineers. The City will consider proposals from engineering firms as well as individual engineers.

B. BACKGROUND

The City of Belle Isle, approximate population 6,400, is located in Orange County, approximately 3 miles south of Orlando. The City Council consists of the Mayor and seven commissioners elected from the city by Districts. The City operates under a Council-Manager form of government.

The City owns and operates a number of public facilities including the following

- A. Storm water collection and disposal system (Independent drywell/swale disposal systems and approximately 12 miles of concrete and metal storm pipe).
- B. Transportation system (approximately 20 centerline miles).
- C. Parks system (9 parks)
- D. Sanitary Sewer is both public and septic (Although Belle Isle has sanitary sewer, Belle Isle does not maintain the sanitary sewer system. This is listed for information only if coordination is necessary with the sanitary sewer provider)

The Council has authorized staff to conduct recruitments for a new City Engineer.

C. ANTICIPATED SELECTION SCHEDULE

The City anticipates the following general timeline for its selection process. The City reserves the right to change this schedule.

- | | |
|----------------------------------|---|
| • RFQ Advertised | May 15-26 th , 2017 |
| • Proposal Due Date | June 7, 2017 |
| • Selection Committee Evaluation | Week of June 12-16, 2017 |
| • Interviews (if needed) | Week of June 19 th – 22 nd , 2017 |
| • Contract Approval | Scheduled for June 27 |
| • Commencement of Contract | July 6, 2017 |

D. SCOPE OF SERVICES

- Serve as City Engineer of Record for the City of Belle Isle.
- Under the direction of the City Manager, oversee capital project design and construction. City reserves the right to solicit for engineering services for any individual capital or other city engineering project.
- Provide infrastructure impact analysis, as needed.
- Provide detailed design and construction specifications for successful bidding and construction coordination of infrastructure improvements and maintenance projects.
- Consult with state and federal agencies having jurisdictional authority over City project, as warranted.
- Perform engineering work pertaining to property acquisitions, condemnations, forfeiture activities, public improvements and improvement districts, public rights of way, easements, code enforcement, annexations, and matters related to special assessments and public utilities.
- Assist with budgeting, planning, and rate studies.
- Suggest and comment on engineering related ordinance modifications, construction standards, and specification modifications.
- Work with City staff to review or complete permits, applications, or agency notification.
- Work with City staff, organizations and funding agencies to help develop competitive and complete funding proposals.
- Serve as the City's project manager for public improvements prepared by other engineers.
- Review preliminary design drawings and design calculations for compliance with local, county and state requirements and sound engineering practices.
- Attend pre-application, pre-construction, Planning Commission and City Council meetings as requested by the City.
- Review final drawings and, after acceptance, stamp and sign the drawings.
- Periodically review project construction sites in an attempt to ensure compliance with plans and specifications.
- Review completed project sites, the as-built drawings, testing results, and as-built certifications.
- Review and formulate updates to City master plans and feasibility studies, as requested. Sub-consultants may be used, subject to written approval by the City, on design projects or where supplemental expertise is desired.
- Perform additional basic engineering and special services which cannot be fully described at this time, as requested by the City.

The City Engineer reports directly to the City Manager. City Engineer will have contact with City Council as a whole, not individual member of Council, including the Mayor. Much of the work occurs via telephone conferences and e-mail. Inquiries from the general public and/or press are outside the purview of the City Engineer. Any and all inquiries for the City Engineer's time shall be channeled through the City Manager, or the City Manager's designee, who must authorize such request prior to the City Engineer taking any action.

II. PROPOSAL INSTRUCTIONS

A. PROPOSAL SUBMITTAL AND DUE DATE

Proposers shall provide six hard copies of proposer's proposal in a sealed envelope clearly marked: "Confidential: City of Belle Isle City Engineer of Record Proposal". Proposals shall be submitted by 3:00 p.m. on June 7, 2017 to:

Bob Francis
City Manager
City of Belle Isle
1600 Nela Ave.
Belle Isle, FL 32809

Proposals shall be organized as specified in Article II.E, Proposal Contents. The City of Belle Isle assumes no responsibility for delayed or undelivered mail or express packages. Proposals which are not delivered by the above specified time and date will not be considered. Faxed or electronically transmitted proposals will be rejected as non-responsive.

B. INQUIRIES

Questions concerning this RFQ should be submitted in writing to:

Bob Francis
City Manager
City of Belle Isle
1600 Nela Ave.
Belle Isle, FL 32809
bfrancis@belleislefl.gov

C. RESERVATION OF RIGHTS

The City reserves the right to: 1) seek clarifications of each proposal; 2) negotiate a final contract that is in the best interest of the City and the public; 3) reject any or all proposals; 4) cancel this RFQ at any time if doing so would be in the public interest, as determined by City in its sole discretion; 5) award the contract to any proposer based on the evaluation criteria set forth in this RFQ; 6) waive minor informalities contained in any proposal, when, in the City's sole judgment, it is in the City's best interest to do so; and 7) request any additional information City deems reasonably necessary to allow City to evaluate, rank and select the most qualified proposer to perform the services described in this RFQ.

D. PROTESTS

Proposers are directed to the protest procedures by writing to the City Manager

PROPOSAL CONTENTS

Proposals shall include, at a minimum, the following items:

- The name of the person(s) authorized to represent the proposer in negotiating and signing any agreement which may result from the proposal.
- Qualifications:
 - Name and qualifications of the individual who will serve as the City Engineer.
 - The names of professional persons who will assist the City Engineer in performing the work and a current résumé for each, including a description of qualifications, skills, and responsibilities. The City is interested in professionals with experience serving small governmental entities and especially serving cities comparable in size to Belle Isle.
 - Specifically address proposer's familiarity with laws and regulations governing public water, wastewater, storm water, and transportation systems, including operations, construction and maintenance of the City's current systems.
- Description of proposer's expertise in the following areas:
 - Civil and Transportation Engineering;
 - Assistance with municipal ground/surface water rights acquisition and maintenance of;
 - Pump station and gravity wastewater collection systems;
 - NPDES permit regulations and compliance;
 - Coordination of municipal transportation systems involving state and federal highways;
 - Road maintenance techniques and applications;
 - Florida land use law/planning and development related infrastructure issues;
 - Public improvement contracting and administration;
 - Contract law and intergovernmental agreements;
 - Assistance with public finance and infrastructure financing.
- Explanation of proposer's workload capacity and level of experience commensurate with the level of service required by the City.
- Explanation of proposer's facilities and availability of support staff.
- Proof of Insurance in accordance with Florida laws for professional liability insurance and comprehensive and automobile liability insurance. Proof of coverage by Workers' Compensation Insurance or exemption.
- A list of at least three references from government clients of similar size for whom similar services have recently been provided. (For all references, please include names, phone numbers, and description of work performed.)
- A list of the tasks, responsibilities, and qualifications of any subconsultants proposed to be used on a routine basis and proof of adequate professional liability insurance for any subconsultants.
- Written affirmation that the firm has a policy of nondiscrimination in employment because of race, age, color, sex, religion, national origin, mental or physical handicap,

political affiliation, marital status or other protected class, and has a drug-free workplace policy.

- Confirmation that the proposer is a civil engineer licensed to work in the State of Florida.
- A discussion of proposer's use of local resources and community involvement.

E. PUBLIC RECORDS

All proposals submitted are the property of the City of Belle Isle, thus subject to disclosure pursuant to the public records law. Accordingly, proposals received and opened shall not be available for public inspection until after City's notice of intent to award this contract is issued. Thereafter, except for information marked "Proprietary", all documents received by City shall be available for public disclosure. The City will attempt to maintain the confidentiality of materials marked "Proprietary" to the extent permitted under the Florida Public Records law.

F. COSTS

Proposers responding to this RFQ do so solely at their own expense.

III. PROPOSAL EVALUATION

A. MINIMUM QUALIFICATIONS

The City will review proposals received to determine whether or not each proposer meets the following minimum qualifications:

- A Civil Engineer licensed to work in the State of Florida.
- Ability to provide the engineering work needed by the City to the standards required by the City, County and State.
- Has the financial resources for the performance of the desired engineer services, or the ability to obtain such resources.
- An Equal Opportunity Employer and otherwise qualified by law to enter into the attached Engineering Service Contract.

B. EVALUATION CRITERIA

Proposals meeting the above minimum qualifications will be evaluated by the City using the following criteria:

	Maximum Points
1) Specialized experience in the type of work to be performed, specifically including work in a city of similar size.	(50)
2) Qualifications and experience of the staff assigned by REQUEST FOR PROPOSAL (City Engineer)	(40)

proposer to perform these services.

- | | | |
|----|--|------|
| 3) | Past experience of proposer and project team members with relevant county, state, and federal regulatory and funding agencies. | (20) |
| 4) | Quality of proposed scope of work, including the proposed management techniques and practices for City service needs. | (20) |
| 5) | Familiarity with the City and City locale. | (30) |
| 6) | Availability and capability to perform the engineering services described in this RFQ on an ongoing basis. | (40) |

Maximum Total Points	200
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C. SELECTION

Selection of the most qualified candidate will be made without regard to the price of the services. Only after selection of the most qualified candidate will the City and selected candidate enter into contract negotiations for the price of the services.

The evaluation committee will consist of 4 members, at least one of which will be a City Councilor, who will serve as Committee Chair. Each member shall complete an evaluation sheet ranking each qualified proposer against the weighted criteria set forth in Article III.B of this RFQ. Completed evaluations shall be combined and tallied. The City reserves the right to interview one or more of the highest ranked candidates. Upon completion of its evaluation process, the evaluation committee shall provide the results of the scoring and ranking to the City Council, with an awardee recommendation.

If the Council does not cancel the RFQ after receipt of the evaluation committee's scoring results and recommendation, the City will begin negotiating a contract with the highest ranking candidate. The City shall direct negotiations toward obtaining written agreement on the Engineer's performance obligations, a payment methodology that is fair and reasonable to the City, and any other provisions the City believes to be in the City's best interest to negotiate.

If the City and the selected candidate are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the City, the City shall, either orally or in writing, formally terminate negotiations with the selected candidate. The City may then negotiate with the next most qualified candidate. The negotiation process may continue in this manner through successive candidates until an agreement is reached or the City terminates this RFQ.

It is the desire of the City to have a new engineering contract in place no later than July 6, 2017.

D. CONTRACT

The City desires to enter into a professional services agreement, which includes all services necessary for this position, whether or not the services are specifically outlined in this RFQ.

The selected proposer will be expected to sign a written agreement, which will incorporate this RFQ and awardee's proposal. Submittal of a proposal indicates a proposer's agreement with the terms of the contract. Any open terms in the attached contract will be completed, based upon awardee's proposal. Negotiations shall be limited to cost and any other terms the City chooses to negotiate, in City's sole discretion.

The City anticipates payment for services on an hourly basis. However, the City will also consider alternative proposals. The City reserves the right to negotiate a compensation package that is fair and reasonable to the City, as determined solely by City.

It is anticipated that the City of Belle Isle will enter into a five (5) year agreement, which thereafter may be extended upon written consent of both parties for additional two (2) year terms.

The agreement requires that awardee will comply with all applicable federal and state laws, rules and regulations.

**The City of Belle Isle is an Equal Opportunity/Affirmative
Action Employer
Women, Minorities and Disabled Persons are encouraged to apply**

THIS SOLICITATION IS NOT AN IMPLIED CONTRACT AND MAY BE MODIFIED OR
REVOKED WITHOUT NOTICE

ADDENDUM 1 TO REQUEST FOR QUALIFICATIONS CITY ENGINEER OF RECORD SERVICE

This Addendum is issued on May 23, 2017. The issuance of this addendum does not change the submission dates.

Section I. General Information:

B. Although Belle Isle has sanitary sewer, Belle Isle does not maintain the sanitary sewer system. This is listed to provide information only for any coordination necessary with the sanitary sewer provider. .

Section II. Proposal Contents:

Description of proposer's expertise in the following areas:

- Change: Deletions in ~~striketrough~~, additions in **BOLD**
 - o Civil, ~~Electrical, Mechanical~~ and Transportation Engineering;
 - o ~~Deep well groundwater pumps and water distribution systems;~~
 - o **Assistance with** Municipal ground/surface water rights acquisition and maintenance of;
 - o Pump station and gravity wastewater collection systems;
 - o ~~Aerated lagoon wastewater treatment with land applied effluent disposal;~~
 - o ~~WPCF and NPDES~~ permit regulations and compliance;
 - o **Coordination of** Municipal transportation systems involving state and federal highways;
 - o Road maintenance techniques and applications;
 - o Florida land use law/planning and development related infrastructure issues;
 - o Public improvement contracting and administration;
 - o Contract law and intergovernmental agreements;
 - o ~~Public Utility billing operations and maintenance; and,~~
 - o **Assistance with** Public finance and infrastructure financing.

Proof of Insurance **in accordance with Florida laws for** ~~of \$2 million~~ professional liability insurance and ~~\$2 million~~ comprehensive and automobile liability insurance. Proof of coverage by Workers' Compensation Insurance or exemption.

Proposer also must acknowledge and agree to the Federal Guidelines listed below (if applicable to the contract or project):

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the vendor must certify the following, as required by the regulations implementing Executive Order 12549. Contractor's certification is a material representation upon which the contract award was based.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, 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 List of Parties Excluded from Federal Procurement and Non-procurement Programs.

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

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

EQUAL EMPLOYMENT OPPORTUNITY

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their

race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

(4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such 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 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 bylaw.

{8} The contractor will include the provisions of paragraphs (I) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NO OBLIGATION BY FEDERAL GOVERNMENT

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to the contract.

PROCUREMENT OF RECOVERED MATERIALS

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- a. Competitively within a timeframe providing for compliance with the contract performance schedule;
- b. Meeting contract performance requirements; or
- c. At a reasonable price .

Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, [http:// www.epa.gov/cpg/](http://www.epa.gov/cpg/). The list of EPA-designate items is available at <http://www.epa.gov /cpg/ products.htm>."

EXHIBIT C

**Scope of Work
for
City Engineering Services**

Project Understanding

Harris Civil Engineers, LLC will provide City Engineering Services for the City of Belle Isle on an as needed and as requested basis. The purpose for these services is to assist the City Administration, Planning, Public Works, and Council by providing consulting services on a broad range of City Engineering issues as outlined below.

- Serve as City Engineer of Record for the City of Belle Isle.
- Under the direction of the City Manager, oversee capital project design and construction. City reserves the right to solicit for engineering services for any individual capital or other city engineering project.
- Provide infrastructure impact analysis, as needed.
- Provide detailed design and construction specifications for successful bidding and construction coordination of infrastructure improvements and maintenance projects.
- Consult with state and federal agencies having jurisdictional authority over City project, as warranted.
- Perform engineering work pertaining to property acquisitions, condemnations, forfeiture activities, public improvements and improvement districts, public rights of way, easements, code enforcement, annexations, and matters related to special assessments and public utilities.
- Assist with budgeting, planning, and rate studies.
- Suggest and comment on engineering related ordinance modifications, construction standards, and specification modifications.
- Work with City staff to review or complete permits, applications, or agency notification.
- Work with City staff, organizations and funding agencies to help develop competitive and complete funding proposals.
- Serve as the City's project manager for public improvements prepared by other engineers.
- Review preliminary design drawings and design calculations for compliance with local, county and state requirements and sound engineering practices.
- Attend pre-application, pre-construction, Planning Commission and City Council meetings as requested by the City.
- Review final drawings and, after acceptance, stamp and sign the drawings.
- Periodically review project construction sites in an attempt to ensure compliance with plans and specifications.
- Review completed project sites, the as-built drawings, testing results, and as-built certifications.
- Review and formulate updates to City master plans and feasibility studies, as requested. Sub-consultants may be used, subject to written approval by the City, on design projects or where supplemental expertise is desired.
- Perform additional basic engineering and special services which cannot be fully described at this time, as requested by the City.

The City Engineer reports directly to the City Manager. City Engineer will have contact with City Council as a whole, not individual member of Council, including the Mayor. Much of the work occurs via telephone conferences and e-mail. Inquiries from the general public and/or press are outside the purview of the City Engineer. Any and all inquiries for the City Engineer's time shall be channeled through the City Manager, or the City Manager's designee, who must authorize such request prior to the City Engineer taking any action.

Projects Engineering Services (Special Assignments)

Harris Civil Engineers will provide consulting services under separate proposal for miscellaneous engineering projects, construction management, or inspection services as requested. When such services are requested, Harris will prepare a separate proposal for each assignment defining the consultant's work, budget, and schedule. Proposals will be submitted to the City for review, comment and approval. No work will be performed on special assignments until both parties agree to the work scope, budget, and schedule.

EXHIBIT D
FEE SCHEDULE

EXHIBIT D
FEE SCHEDULE

SCHEDULE OF HOURLY RATES

Effective October 1, 2015



PRINCIPAL	\$295.00
DIRECTOR OF ENGINEERING	\$230.00
ENGINEERING MANAGER	\$220.00
ENGINEER VI	\$180.00
ENGINEER V	\$150.00
ENGINEER IV	\$125.00
ENGINEER III	\$105.00
ENGINEER II	\$90.00
ENGINEER I	\$75.00
SENIOR PERMIT COORDINATOR	\$90.00
SENIOR DESIGNER / CAD TECHNICIAN	\$110.00
DESIGNER / CAD TECHNICIAN IV	\$90.00
CAD TECHNICIAN III	\$75.00
CAD TECHNICIAN II	\$65.00
CAD TECHNICIAN I	\$55.00
PERMIT COORDINATOR	\$60.00
GRAPHIC ARTIST	\$60.00
CLERICAL III	\$60.00
CLERICAL II	\$55.00
CLERICAL I	\$45.00
WORD PROCESSOR	\$50.00
IT MANAGER	\$90.00

SCHEDULE OF REIMBURSABLE FEES

Effective April 1 2017

HARRIS

Harris Civil Engineers, LLC

I. IN-HOUSE REIMBURSABLES

MILEAGE

CURRENT IRS STANDARD

COPY - B/W 8.5x11	\$0.20/page
COPY - COLOR 8.5x11	\$0.50/page
COPY - B/W 11x17	\$0.40/page
COPY - COLOR 11x17	\$1.00/page

PLOTTING - BOND Black & White <12% ink coverage per page	\$0.35/sq.ft
PLOTTING - BOND Color <12% ink coverage per page	\$0.35/sq.ft
PLOTTING - BOND Black & White >12%-40% ink coverage per page	\$1.00/sq.ft
PLOTTING - BOND Color >12%-40% ink coverage per page	\$1.00/sq.ft
PLOTTING - BOND Black & White >40% ink coverage per page	\$1.75/sq.ft
PLOTTING - BOND Color >40% ink coverage per page	\$1.75/sq.ft

SCAN COPY - 8 1/2 X 11 or 11x17	\$0.55/page
SCAN COPY - LARGE FORMAT B&W or COLOR	\$1.75/sq.ft

PROJECT FILE CD	\$25.00 for 1st CD / DVD;
	\$10.00 thereafter for duplicates

II. OUTSIDE VENDOR REIMBURSABLES

REPRODUCTION	actual cost plus 10%
LONG DISTANCE TELEPHONE	actual cost plus 10%
POSTAGE	actual cost plus 10%
COURIER	actual cost plus 10%
EXPRESS OVERNIGHT	actual cost plus 10%
MISCELLANEOUS REIMBURSABLES	actual cost plus 10%

Detail (back-up) of expenses will be provided only upon request.