

HILLSBOROUGH COUNTY
METROPOLITAN PLANNING ORGANIZATION
dba
HILLSBOROUGH TRANSPORTATION PLANNING
ORGANIZATION (TPO)

PROFESSIONAL SERVICES AGREEMENT

General Transportation Planning Consultant Services

June 2023

**Hillsborough County Metropolitan Planning Organization
PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is entered into this 14 day of June, 2023, by and between the Hillsborough County Metropolitan Planning Organization, dba Hillsborough Transportation Planning Organization hereinafter referred to as the "TPO", and Atkins, hereinafter referred to as "CONSULTANT".

WITNESSETH:

For and in consideration of the mutual agreements hereinafter contained, the TPO hereby retains CONSULTANT, and CONSULTANT hereby covenants to provide the professional services described herein in connection with the Hillsborough Transportation Planning Organization's General Transportation Planning Consultant Services.

SECTION I - TPO OBLIGATIONS

The TPO agrees that it shall furnish to CONSULTANT any data and other work products readily available in the TPO files pertaining to the services to be performed under this Agreement.

The Executive Director of the Metropolitan Planning Organization, hereinafter referred to as the "DIRECTOR", shall issue written authorization to proceed, hereinafter referred to as "Notice to Proceed", to CONSULTANT for the individual task assignment to be performed hereunder which Notice to Proceed shall specify a completion time for the work. In case of emergency, the DIRECTOR reserves the right to issue an oral Notice to Proceed to CONSULTANT with the understanding that a written Notice to Proceed shall follow immediately thereafter.

DIRECTOR shall not be obligated to assign any minimum amount of individual task assignments to CONSULTANT during the life of this Agreement and CONSULTANT agrees that it will not make any claim for damages or loss of profits due to the amount of individual task assignments assigned pursuant to this Agreement.

The TPO will furnish, without charge, the following information to the CONSULTANT for the performance of Services:

- A. All criteria and full information as to the TPO's requirements for CONSULTANT's performance pursuant to this Agreement including objectives, constraints, budgetary limitations, and time frames.
- B. Drawings, specifications, schedules, reports, socio-economic, traffic, and planning data and other information prepared by and/or for the TPO by others which are available to the TPO and which the TPO considers pertinent to the CONSULTANT's responsibilities, pursuant to this Agreement and CONSULTANT shall have the right to rely upon the accuracy and completeness of any such materials and/or information.

SECTION II - PROFESSIONAL SERVICES

Upon delivery of a Notice to Proceed for individual task assignments from the DIRECTOR, CONSULTANT agrees to perform professional services described in Exhibit "A" hereto, hereinafter referred to as "Services". Individual task assignments made to CONSULTANT shall be in writing on forms acceptable to the DIRECTOR which shall be included as part of the Notice

to Proceed required by Section I of this Agreement, and may include data and other work product and progress requirements to be met at designated stages of completion.

In connection with Services to be rendered pursuant to this Agreement, CONSULTANT further agrees to:

- A. Comply with any federal, state and local laws or ordinances applicable to the work including but not limited to provisions for ADA508 Guidelines, of the State of Florida PUR 1000 General Contract Conditions Cooperative Purchasing, and the State of Florida Dept. of Transportation DBE Bid Package Information as attached as Appendix A: Additional Federal, State and Local Information
- B. Cooperate fully with the DIRECTOR in the scheduling and coordination of all phases of the work.
- C. Report the status of the work to the DIRECTOR upon request and hold all pertinent data and other work products open for inspection by the DIRECTOR or his authorized agent at any time.
- D. Submit for review, data and other work products representative of the work's progress at the designated stages of completion, if stipulated in the Notice to Proceed. Submit for DIRECTOR's approval the final work products upon incorporation of any modifications requested by the Director during any previous review.
- E. Confer with the DIRECTOR at any time during the term of this Agreement concerning the further development and utilization of data and other work products generated by CONSULTANT pursuant to this Agreement as to interpretation and corrections of errors and omissions. CONSULTANT shall not be compensated for the correction of CONSULTANT'S errors and/or omissions.

The CONSULTANT shall ensure that all work products, contractual services documents and support forms have been prepared on PC compatible hardware, and software approved by the Director.

The CONSULTANT shall have proven familiarity with Geographic Information Systems (GIS) applications for transportation planning tasks. All GIS products shall be compatible with the Hillsborough County City-County Planning Commission's, hereinafter referred to as the "Planning Commission", GIS hardware and software. All GIS deliverables shall include:

- A Map Package (.mpk) for each map produced utilizing ESRI products and all data layers necessary to recreate the completed map; and
- A brief summary of methodology for each map produced, including the original name and source of data, and any data queries or selection parameters used to create or depict pertinent topic data layers within the map.

All final graphics and documents delivered to the TPO shall be in a photo ready reproducible format. In addition, all documents shall be supplied to the TPO in their original, editable, electronic format. This includes technical reports, maps, tables, graphics, photos, and other supporting information used to produce the required deliverables.

SECTION III - TIME FOR COMPLETION

The individual task assignment to be rendered by CONSULTANT under Section II of this Agreement shall commence upon delivery of a written Notice to Proceed from the DIRECTOR subsequent to the execution of this Agreement, and shall be completed within the time specified in the Notice to Proceed. CONSULTANT shall not be responsible for failure to perform or for

delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of CONSULTANT.

Nothing in this Agreement shall preclude the DIRECTOR from granting a reasonable extension of the time specified in the Notice to Proceed where appropriate to ensure full and proper completion of an individual task assignment. CONSULTANT and the TPO hereby agree that any decision by the DIRECTOR to grant or not grant an extension of time for completion of an individual task assignment shall not be a cause for claim by CONSULTANT. Any extension of time granted by the DIRECTOR shall be in writing and shall be incorporated as an addendum to the previously issued Notice to Proceed.

SECTION IV - PERSONNEL

- A. CONSULTANT shall designate a qualified individual acceptable to the DIRECTOR to serve as CONSULTANT's project manager for each individual task assignment. This individual shall be fully responsible for the day-to-day activities required for performance of the individual task assignment pursuant to a Notice to Proceed and shall serve as the primary contact for the DIRECTOR or designated TPO Project Manager.
- B. The DIRECTOR shall designate a qualified member of the TPO staff to serve as the TPO's project manager for each individual task assignment. This individual shall be fully responsible for the day-to-day activities required for performance of the individual task assignment pursuant to a Notice to Proceed and shall be the primary contact for CONSULTANT.
- C. CONSULTANT shall immediately notify the DIRECTOR in the event that CONSULTANT is no longer able to perform Services under this Agreement with any of the personnel listed in CONSULTANT's written technical proposal, and identify such personnel and his or her qualifications.
- D. CONSULTANT shall notify the DIRECTOR of any proposed replacement of personnel, listed in CONSULTANT's written technical proposal, to perform Services under this Agreement at least thirty (30) days prior to such replacement advising of the personnel to be replaced and the proposed replacement personnel.
- E. If requested by the TPO or the DIRECTOR, CONSULTANT shall submit to the DIRECTOR within five (5) days of such request the qualifications of personnel proposed as replacements to personnel to perform Services under this Agreement.
- F. The TPO and the DIRECTOR reserve the right to reject any proposed replacement personnel to perform Services under this Agreement. In such an event, CONSULTANT shall propose alternate replacement personnel and shall submit to the DIRECTOR the qualifications of such personnel at least thirty (30) days prior to the proposed replacement.
- G. In the event that CONSULTANT is no longer able to perform Services under this Agreement with any of the personnel listed in CONSULTANT's written technical proposal, deemed by the DIRECTOR to be necessary for the performance of an individual task assignment or the Services, and is unable to provide replacement personnel acceptable to the TPO or the DIRECTOR, this shall be a cause for cancellation of a Notice to Proceed or termination of this Agreement.
- H. The TPO and the DIRECTOR reserve the right to direct CONSULTANT to remove any of its personnel from the performance of any of the Services under this Agreement. If such removal

is for cause, the costs of such removal shall be borne by CONSULTANT. However, if such removal is not for cause, the cost of such removal shall be borne by the TPO.

- I. CONSULTANT agrees not to contact any members of the TPO Board regarding TPO matters without first contacting the DIRECTOR.

SECTION V - COMPENSATION

The TPO agrees to pay, and CONSULTANT agrees to accept, for individual task assignment for Services rendered pursuant to this Agreement, including all or a portion of the Services described in Exhibit "A" hereto, as assigned by the DIRECTOR, and all incidental work thereto, the Lump Sum Fee negotiated by the DIRECTOR and CONSULTANT for any individual task assignments to CONSULTANT pursuant to a Notice to Proceed. Such Lump Sum Fee shall be based on the method of compensation outlined in Exhibit "B" hereto. The hourly rates for each job classification and factors for overhead, fringe benefits, and operating margin approved by the TPO Board for CONSULTANT are shown in Exhibit "C" hereto. The Lump Sum Fee shall constitute full compensation for all CONSULTANT costs associated with performance of the Services hereunder, including but not limited to, labor, overhead, computer time, and fringe benefits costs; out-of-pocket expenses such as communications, postage, printing, reproduction, etc.; and travel expenses such as airfare, car rental, lodging, meals, etc. and shall also include CONSULTANT's profit margin in connection with the Services to be rendered pursuant to this Agreement.

SECTION VI - CHANGES TO SERVICES IDENTIFIED BY A NOTICE TO PROCEED

In the event of a need to change the scope of the Services identified by a Notice to Proceed, the scope, time for completion and compensation for such work shall be described in a written negotiated change order which shall be incorporated as an addendum to the previously issued Notice to Proceed. Such written change order shall be effective and CONSULTANT shall modify its work under a Notice to Proceed to conform with the written change order upon delivery of such written change order to CONSULTANT. In the event that the DIRECTOR determines that there is a need to change the Services identified by a Notice to Proceed and a written change order cannot be negotiated to the satisfaction of the DIRECTOR and CONSULTANT, the DIRECTOR may cancel the previously issued Notice to Proceed.

SECTION VII - RIGHT OF DECISIONS

All Services shall be performed by CONSULTANT to the reasonable satisfaction of the DIRECTOR, who shall decide all questions, difficulties, and disputes of whatever nature, including reuse of documents pursuant to Section X of this Agreement, which may arise under or by reason of this Agreement, the prosecution and fulfillment of the Services hereunder, and the character, quality, and amount of value therein. The DIRECTOR's decisions upon all claims, questions and disputes shall be final, conclusive and binding upon the parties hereto unless such determination is clearly arbitrary or unreasonable. Adjustments of compensation and time for completion of an individual task assignments pursuant to a Notice to Proceed, due to any major changes in the Services, which might become necessary or be deemed desirable as the work progresses, shall be as provided in Section VII of this Agreement. In the event CONSULTANT does not concur with the decisions of the DIRECTOR, CONSULTANT may present any such objections in writing to the TPO in a manner consistent with Section IV of this Agreement. The DIRECTOR and CONSULTANT shall abide by the decisions of the TPO. This paragraph does not constitute a waiver of either party's right to proceed in a court of competent jurisdiction.

SECTION VIII - OWNERSHIP OF DOCUMENTS

Upon payment in accordance with the terms of this Agreement, all data and other work products developed by CONSULTANT pursuant to this Agreement shall become the property of the TPO without restrictions or limitations upon their use and shall be made available by CONSULTANT at any time upon request by the TPO; provided, however, that notwithstanding anything to the contrary in this Agreement, any preexisting proprietary rights including any application files owned by or licensed to CONSULTANT or source files owned by third party vendors to CONSULTANT shall remain the sole and exclusive property of CONSULTANT and/or such third party vendors. Reuse of such data by the TPO for any purpose other than that for which prepared shall be at the TPO's sole risk. When all Services or any individual task assignment contemplated under this Agreement and identified in a Notice to Proceed are complete, all of the above data shall be delivered to the DIRECTOR within the time for completion specified in the Notice to Proceed.

SECTION IX - REUSE OF DOCUMENTS

CONSULTANT may not reuse data or products developed under this Agreement without the written permission of the DIRECTOR; provided, however, CONSULTANT may reuse, without the permission of the DIRECTOR, data or products included within the work product which were previously developed by CONSULTANT and which are of general applicability in its industry or proprietary to CONSULTANT.

SECTION X - COURT APPEARANCES AND CONFERENCES

Nothing in this Agreement shall obligate CONSULTANT to prepare for or appear in litigation on behalf of the TPO except in consideration of additional compensation. The amount of such compensation shall be mutually agreed upon and described in a Supplemental Agreement subject to approval by the TPO Board. Except as otherwise provided by law, only upon said approval of a Supplemental Agreement and subsequent delivery of written authorization from the DIRECTOR shall CONSULTANT be obliged to make Court appearances on behalf of the TPO.

SECTION XI - NOTICES

Any notices, reports or other written communication from CONSULTANT shall be considered delivered when posted by certified mail or accepted electronic format or delivered in person to the DIRECTOR. Any notices, reports or other communications from the TPO to CONSULTANT shall be considered delivered when posted by email, certified mail or other accepted electronic formats to CONSULTANT at the last address left on file with the TPO or delivered in person to said CONSULTANT or CONSULTANT's authorized representative.

SECTION XII – CANCELLATION OR SUSPENSION OF A NOTICE TO PROCEED

The DIRECTOR shall have the authority to cancel or suspend a Notice to Proceed at the sole discretion of the DIRECTOR. In the event the DIRECTOR cancels or suspends a Notice to Proceed, CONSULTANT shall be compensated for all Services rendered consistent with the terms of this Agreement and the Notice to Proceed up to the time delivery of written notification of such cancellation or suspension except in the case of a cancellation or suspension of a Notice to Proceed based on a notification of noncompliance which is not cured or declaration of default as provided in Section XIX of this Agreement. This compensation shall be determined on the basis of the percentage of the total Services, which have been performed at the time of delivery to CONSULTANT of such notice. In the event partial payment has been made for professional Services not performed, CONSULTANT shall return such sums to the TPO within ten (10) days after delivery of written notice that such sums are due.

SECTION XIII - AUDIT AND INSPECTION OF RECORDS: PUBLIC RECORDS

A. Maintenance of Records

CONSULTANT shall maintain appropriate records with respect to wages and salaries and other reimbursable costs hereunder during the course of the Services and for three (3) years after final payment under this Agreement. Such records supported by payrolls, invoices, and other documents pertaining in whole or in part to the Services shall be clearly identified, readily accessible and, to the extent feasible, kept separate and apart from all other documents related to the Services. The system of accounting shall be in accordance with generally accepted accounting principles and practices, consistently applied. These records are maintained for information only.

B. Accessibility of Records; Public Records

CONSULTANT shall permit the authorized representatives of the TPO and the TPO's funding agencies to inspect all data and records relating to its performance under this Agreement. These rights of inspection shall extend for a period of three (3) years following final payment under this Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 273-3774 ext.371; WilkeningC@plancom.org; 601 E. Kennedy Blvd., 18th Floor, Tampa FL 33602).

While providing services to the TPO under this Agreement, CONSULTANT will comply with Florida's public records law, Chapter 119, Florida Statutes, and further agrees to: 1. Keep and maintain public records required by the TPO to perform the service; and 2. Upon request from the TPO's custodian of public records, provide the TPO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the TPO; and
- D. Upon completion of the contract, transfer, at no cost, to the TPO all public records in possession of the CONSULTANT or keep and maintain public records required by the TPO to perform the service. If the CONSULTANT transfers all public records to the TPO upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the TPO, upon request from the TPO's custodian of public records, in a format that is compatible with the information technology systems of the TPO.

SECTION XIV - SUBCONTRACTING

CONSULTANT shall not subcontract, assign, or transfer any work under this Agreement without the prior written consent of the DIRECTOR. Work shall be performed by personnel listed in CONSULTANT's written technical proposals or replacement personnel as provided in this Agreement. When applicable and upon receipt of such consent in writing, CONSULTANT shall

cause the names of the firms responsible for the major portions of each separate specialty of the work to be inserted in the pertinent documents or data.

CONSULTANT will require in any subcontracts pertaining to the Services described herein that the subconsultant will permit the TPO all the rights and privileges of this Agreement, including, but not limited to, the TPO's right to secure materials or services from the subconsultant which might be a part of the subconsultant's work product.

It is the policy of the Hillsborough County TPO that disadvantaged businesses, as defined in 49 Code of Federal Regulations, Part 26, shall have an opportunity to participate in the performance of TPO contracts in a nondiscriminatory environment. Pursuant to 49 CFR 26.21(a)(1) the Hillsborough County TPO has adopted the Florida Department of Transportation Disadvantaged Business Enterprise (DBE) Program for use on US DOT-assisted contracts. FDOT triennially establishes a statewide race neutral aspirational goal that a percentage of US DOT-assisted projects be awarded to DBEs. The current DBE goal is 10.65%. It is the contractor's obligation to enter DBE commitments and payments into the EOC system.

A copy of the Hillsborough County TPO's DBE Policy Statement and the FDOT's DBE Policy Program can be viewed in the Planning Commission library or online at www.hillsboroughMPO.org. CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONSULTANT shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: withholding of payments to CONSULTANT under this Agreement; Assessing sanctions; Assessing liquidated damages; and/or cancellation, termination or suspension of the Agreement in whole or in part; and/or suspension or debarment of CONSULTANT from eligibility to contract with the TPO in the future or to receive bid packages or request for proposal packages. The Florida Department of Transportation maintains a directory identifying all firms eligible to participate as DBEs as well as supportive services to assist with identification and use of DBEs. For more information, contact the FDOT Equal Opportunity Office at

<http://www.fdot.gov/equalopportunity/dbesbepograms.shtm>.

SECTION XV - REPRESENTATIONS

CONSULTANT represents that no companies or persons, other than bona fide employees working solely for CONSULTANT have been retained or employed to solicit or secure this Agreement or have been paid or guaranteed payment of any fees, commissions, percentage fees, gifts or any other considerations contingent upon or resulting from the award or making of this Agreement. CONSULTANT also represents and agrees that no Planning Commission or TPO personnel, whether a full-time or part-time employee, has or shall be retained or employed in any capacity, as long as they are in the Planning Commission's or TPO's employment and for two (2) years thereafter, by CONSULTANT to accomplish the work contemplated under the terms of this Agreement. For breach or violation of this section, the TPO shall have the right to terminate this Agreement without liability.

SECTION XVI - TERMINATION OF AGREEMENT

It is expressly understood and agreed that in addition to other provisions of this Agreement providing for termination by the TPO, the TPO may terminate this Agreement, in total or in part, without cause or penalty, by thirty (30) days' prior notification in writing to CONSULTANT, by certified mail, return receipt requested. In the event of a termination of this Agreement pursuant to this Section or Section IV of this Agreement, the TPO's sole obligation to CONSULTANT shall

be payment in accordance with Section V of this Agreement, for those units or sections of the work previously authorized by a Notice to Proceed. Such payment shall be determined on the basis of the hours or the percentage of the total work performed by CONSULTANT up to the time of termination. In the event partial payment has been made for professional Services not performed, CONSULTANT shall return such sums to the TPO within ten (10) days after delivery of written notice by certified mail, return receipt requested, that said sums are due. Upon termination, the TPO may, without penalty or other obligations to CONSULTANT, elect to employ other persons to perform the same or similar Services.

SECTION XVII - DURATION OF AGREEMENT

This Agreement shall remain in full force and effect until June 30, 2025.

SECTION XIII - DEFAULT

In the event CONSULTANT fails to comply with the provisions of this Agreement, the DIRECTOR may declare CONSULTANT in default if CONSULTANT fails to cure such noncompliance within thirty (30) days of delivery of written notification, by certified mail, return receipt requested. In such an event, CONSULTANT shall only be compensated for those Services specified in Exhibit "A" that are identified in a Notice to Proceed, which has been fully completed as of the date of default. In the event partial payment has been made for such professional Services identified in a Notice to Proceed that have not been fully completed, CONSULTANT shall return such sums to the TPO within ten (10) days after delivery of written notice, by certified mail, return receipt requested, that said sums are due. In the event of litigation to enforce this requirement, the prevailing party shall be entitled to reasonable attorney's fees and court costs.

A declaration of default under this Agreement shall constitute a basis for termination of this Agreement by the TPO.

Failure by the TPO at any time to enforce any of the provisions of this Agreement or to take any course of action allowed by this Agreement shall not be construed as a waiver of any right the TPO may have pursuant to this Agreement. Such a failure to enforce or take any course of action allowed by this Agreement shall not affect the validity of this Agreement or any rights the TPO may have pursuant to this Agreement.

SECTION XIX - INDEMNIFICATION AND INSURANCE

CONSULTANT shall indemnify and hold harmless the TPO, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of the contract.

CONSULTANT shall maintain the following insurance during the term of this Agreement:

- A. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage.
- B. Professional Liability Insurance in the amount of \$1,000,000 providing for all sums, which CONSULTANT shall become legally obligated to pay as damages for claims arising out of the Services, performed by CONSULTANT or any person employed by CONSULTANT in connection with this Agreement.

- C. General Liability Insurance, on a commercial basis, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The policy must be endorsed to show the TPO as additional insured.
- D. Worker's Compensation Insurance in compliance with Florida's statutory requirements, as presently written or hereafter amended.

All insurance policies must be issued by companies with A.M. Best ratings of A- or better, Class III and authorized to do business under the laws of the State of Florida.

CONSULTANT shall furnish certificates of insurance to the TPO as Exhibit "G" to this Agreement, which certificates shall clearly indicate that CONSULTANT has obtained insurance in the type, amount, and classification as required for strict compliance with this Agreement and that no material change or cancellation of this insurance shall be effective without thirty days (30) prior written notice to the TPO.

The certificate must contain an additional clause as follows: The TPO and its members, officers and employees, the Planning Commission and its members, officers and employees have been named as additional insured as respects general and auto liability coverage.

Compliance with the foregoing requirements shall not relieve CONSULTANT of the liabilities and obligations under this Section or under any other portion of this Agreement, and the TPO shall have the right to inspect the original insurance policies in the event that submitted certificates of insurance are inadequate to ascertain compliance with required coverages.

SECTION XX - CERTIFICATION OF WAGE RATES

In accordance with Florida Statute 287.055, CONSULTANT hereby certifies that wage rates and other factual unit costs, as submitted in support of the compensation provided in Section V and Exhibits "B" & "C", are accurate, complete and current as of the date of this Agreement.

SECTION XXI - PUBLICITY, NEWS RELEASES AND CONFIDENTIAL INFORMATION

CONSULTANT will not, during or after performance of this Agreement, disseminate any information outside its organization regarding the Services without prior written approval from the DIRECTOR. CONSULTANT shall not divulge any confidential information communicated to it or used by it in connection with this Agreement, except as required by law.

SECTION XXII - CONFLICT OF INTEREST

CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of Services. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by CONSULTANT.

During the term of this Agreement, CONSULTANT shall not act as an agent for others in any proceeding, application or matter before the TPO Board.

No member, officer or employee, of the Planning Commission or the TPO during his tenure or for two years thereafter, shall have any interest, direct or indirect in this Agreement or the proceeds thereof.

CONSULTANT agrees that it and its employees shall be bound by applicable local, state and federal laws regarding this subject of Conflict of Interest.

SECTION XXIII – FINAL ACCEPTANCE

When CONSULTANT completes an individual task assignment pursuant to a Notice to Proceed, CONSULTANT shall so advise the DIRECTOR in writing and within thirty (30) days of delivery of such notice, the Director shall release payment for the final invoice or give CONSULTANT notice in writing of any individual task assignment, which, in the DIRECTOR's sole judgment, have yet to be completed. Upon completion of such Services, CONSULTANT shall notify the DIRECTOR, and within the above specified time period the DIRECTOR shall release the final payment, which shall constitute final acceptance of the specified individual task assignment. Final acceptance shall not constitute a waiver or abandonment of any rights or remedies available to the TPO under any other section of this Agreement.

SECTION XXIV - ENTIRETY OF AGREEMENT

This Agreement embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written with reference to the subject matter herein that are not incorporated herein and superseded hereby.

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both the TPO and CONSULTANT.

This Agreement, regardless of where executed, shall be governed by and constructed according to the laws of the State of Florida, and venue shall be in Hillsborough County, Florida.

SECTION XXV - EXHIBITS

The following Exhibits are attached hereto and incorporated herein as integral parts of this Agreement, and CONSULTANT agrees to comply with all terms contained therein:

- "A" Scope of Services
- "B" Method of Compensation
- "C" Approved Hourly Rates per Classification and Additive Percentages
- "D" Hillsborough County EEO Requirements
- "E" Federal Transit Administration Civil Rights Assurances
- "F" CONSULTANT Certifications and Affidavits
- "G" CONSULTANT Certificates of Insurance

SECTION XXVI – APPENDIX

The following Appendix is attached hereto and incorporated herein as integral parts of this agreement, and the CONSULTANT agree to comply with all terms contained therein:

Appendix A: Additional Federal, State and Local Information

IN WITNESS WHEREIN the parties hereto have executed this Agreement this _____ day of _____, _____.

ATTEST:

Hillsborough County
Metropolitan Planning Organization

By: _____

Reviewed as to Form and
Legal Sufficiency

By: _____

TPO Chair

TPO Attorney

ATTEST:

CONSULTANT

By: _____

By: _____

(title)

(witness)

(ACKNOWLEDGMENT OF CONSULTANT, IF A CORPORATION)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

On this 30 day of May, 2023, before me, the undersigned authority, personally appeared Charlotte Maddox, to me known to be the individual described in and who executed the foregoing instrument as Vice President, of Atkins North America, Inc., a Florida corporation, and who severally and duly acknowledged the execution of such instrument as such an officer aforesaid, for and on behalf of and as the act and deed of said corporation, pursuant to the powers conferred upon said officer by the corporation's Board of Director's or other appropriate authority of said corporation, and who, having knowledge of the several matters stated in said foregoing instrument, certified the same to be true in all respects. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

WITNESS my hand and official seal the date aforesaid.

Jennifer Foley
(Signature of Person Taking Acknowledgment)

Jennifer Foley
(Name of Acknowledger Typed, Printed or Stamped)

Project Controls Manager (Title or Rank)

(Serial Number, if any) (NOTARY'S SEAL)

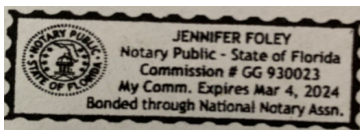


EXHIBIT "A"

SCOPE OF SERVICES



**Hillsborough MPO
Metropolitan Planning
for Transportation**

EXHIBIT "A"

**SCOPE OF SERVICES
FOR
GENERAL PLANNING CONSULTANT**

**HILLSBOROUGH COUNTY
METROPOLITAN PLANNING ORGANIZATION**

Hillsborough County
Metropolitan Planning Organization
601 E. Kennedy, 18th Floor
Tampa, Florida 33601-1110
813/272-5940
FAX NO. 813/301-7172

I. PURPOSE

The Hillsborough Metropolitan Planning Organization (TPO) in cooperation with the Florida Department of Transportation (“the Department”) requires the services of a consultant(s) to provide support for staff to accomplish various transportation planning functions approved by the TPO and relating to its Unified Planning Work Program (UPWP). Many of these tasks are required by the Moving America for Progress (MAP-21) and subsequent regulations. The work involves providing assistance to staff on a work assignment basis in a variety of planning, technical, graphical, public involvement, and product review activities. The consultant shall assist the staff by providing additional resources and expertise to accomplish negotiated individual task assignments authorized by the DIRECTOR. This scope outlines the general tasks that may be assigned to consultants under a general planning consultant contract, but should not be considered exhaustive.

II. SERVICES

A. Multimodal System and Corridor Planning (UPWP Task 2)

Crash Mitigation/Congestion Management Planning – The Consultant may assist in updating the Crash Mitigation/Congestion Management Process for Hillsborough County, to be coordinated with the rest of the region and the state. This may include developing, prioritizing, and recommending safety and transportation systems management and operations (TSMO) strategies to increase mobility within corridors and sub-areas. Work also may include developing the process and metrics for monitoring crashes and congestion causes and trends countywide, identifying strategies to target key recurring issues, developing implementation plans in collaboration with other agencies and evaluating the effectiveness of implemented strategies.

May include shorter-range operational modeling and data collection using software such as VISSIM, Synchro or AIMSUM.

Smart Cities Planning - The TPO may require assistance in planning an integrated and inter-operable Intelligent Transportation System (ITS) within Hillsborough County. This may include prioritizing and recommending User Services and Market Packages identified within the Tampa Bay Regional ITS Architecture, reviewing operations, architecture, and communications to ensure that jurisdictions’ ITS operate as an integrated system, and evaluating and assessing the performance of ITS investments. The task may require the consultant to investigate historical traffic and planning data for resources to determine appropriate measures applicable to the selection and application of User Services and Market Packages appropriate for the area and consistency with National or Regional ITS Architecture. Additional tasks may involve updating the Hillsborough County ITS Master Plan and planning for emerging autonomous, connected, electric, shared-ride vehicle technology.

Security, Resilience and Emergency Management Planning – the consultant may conduct vulnerability assessments and analyze mitigation strategies, including planning-level cost estimation, economic impact and return on investments.

Complete Streets & Non-Motorized Planning – The consultant may develop plans and projects that increase and improve cycling and walking facilities, improve safety and the perception of safety, and create universal access. This may include analysis of bicycle and pedestrian crashes, analysis of multi-modal level of service or level of traffic stress, and latent demand analysis; trail and side path feasibility studies; evaluating the feasibility and preparing context-sensitive design plans and conceptual engineering for inclusion of bicycle, pedestrian, micro-mobility, landscaping, ADA and other treatments in roadway facilities; and developing maps that creatively display corridors for safe and efficient non-motorized travel. Also, provide assistance in preparing special analyses requested by the Bicycle and Pedestrian Advisory Committee, Livable Roadways Committee, and/or TPO.

Intermodal / Freight Planning – Assist the TPO with incorporating freight and goods movement needs in the transportation planning process and identifying best practices in freight and goods movement planning. Includes coordination with freight activity centers, logistics zones, seaport, airport, freight rail and intermodal facilities.

Transit and Transportation Demand Management Planning - Evaluate the need for transit and travel demand management (TDM) strategies in Hillsborough County. Prepare analyses such as: transit level of service; transit supportive areas and TOD; access to jobs and activity centers; supportive pedestrian and ADA compliant infrastructure; transit quality of service evaluation; long-term fixed guideway, bus rapid transit, and water transit concepts, ridership forecasts and cost estimation; bus service, facilities and other transit assets, flexible on-demand transit, paratransit, TDM concepts and strategies such as telecommuting, parking polies, carpools, vanpools, shared ride and mobility as a service, cost estimation and transit oriented development. Establish on-going monitoring systems to implement multi-modal level-of-service analysis.

Transportation Disadvantaged Planning - Short-range coordinated transportation disadvantaged planning pursuant to Chapter 427, Florida Statutes and Rule Chapter 41-2, FAC. Assist in preparing an updated Hillsborough County Transportation Disadvantaged Service Plan. This may include updating the document's demographics, population forecasts, operational elements, quality assurance measures, need assessment and identifying barriers to coordination.

In addition, assist in the annual evaluation of the Transportation Disadvantaged Program Community Transportation Coordinator (CTC). In particular, collect data for performance measures including, but not limited to, reliability, service (effectiveness, efficiency, availability), and safety. Further, provide support in completing the CTC evaluation workbook. Also, provide assistance in preparing special transportation disadvantaged reports or products requested by the Transportation Disadvantaged Coordinating Board and/or TPO.

Also, may include health impact analysis and screening of proposed projects.

Corridor, Sub-Area and Environmental Studies - Identify policies and physical improvements that effectively support multi-modal transportation systems within major corridors and sub-areas. Analyze problems and opportunities that relate to

creating a balanced and efficient transportation system in transit station areas, downtowns, business districts, schools and mixed-use activity centers. Issues include planning for major investments, policy development, multi-modal transportation systems, congestion relief, safety, aesthetics, access management, adverse impacts, lane use and urban design that supports the efficient provision and maintenance of the transportation system and other related issues. Identify potential impacts to protected populations under EJ, Title VI and related requirements. Ensure this planning process addresses the equitable distribution of mobility benefits and possible adverse environmental and health impacts. Assist in early screening of NEPA alternatives, developing purpose and needs statements and reviewing projects in for the ETDM process. Analyze mitigation strategies to reduce negative impacts to the natural and built environment, including impacts to human health.

May include air quality analysis and forecasting at the regional or corridor level.

D. Long Range Transportation Planning and Data Monitoring (UPWP Task 3)

In order to maintain its consistency with local government comprehensive plans and keep the plan current, cost affordable, and conforming to federal laws, it will be necessary to periodically amend or update the Long Range Transportation Plan (LRTP). Assistance may be required to analyze revenue, cost, freight, environmental impacts, air quality, conformity determination, alternative highway and transit networks, socioeconomic, community, social, security, safety and other impacts of proposed amendments to, or updates of, the LRTP. The consultant should be experienced in running, summarizing, and analyzing the results of the most current version of the Tampa Bay Regional Planning Model.

Assist in tracking the physical characteristics and operation of the transportation system, measure performance against established targets and formulate strategies to maintain the system in good repair, improve safety, preserve capacity, and maximize choices for personal mobility. This includes data collection activities for facilities on or off the state highway system and/or compilation of existing data including, but not limited to, manual and/or automated traffic counts, vehicle classification counts, crash reports, transportation surveys, questionnaires, roadway characteristics, pavement, bridge and transit asset condition, transit operation and performance, delay, vehicle speed and travel time reliability studies, etc. Compile data on passenger and freight movements through the county's seaports, airports, and rail systems and their impact on the highway and transit systems. Identify, validate and incorporate new or emerging data sources and means of collection. Prepare data for GIS maps, TPO website, and TPO traffic count website.

Also, the consultant may be required to analyze transportation data to determine need and priority of transportation improvements including, but not limited to, roadway, transit, and/or bicycle/pedestrian projects. The consultant may need to analyze transportation data to calculate level of service (roadway, transit, multimodal), transit ridership, accident rates, or hazard indexes, and/or latent demand for bicycle/pedestrian facilities.

Other work may include developing or reviewing socioeconomic data forecasts and/or preparation of scenario based socioeconomic datasets; preparation of associated reports, graphics, and presentation materials.

E. Public Engagement (UPWP Task 5)

Prepare creative, engaging and user-friendly public information materials, including newsletters and plan summary brochures. Draft articles appropriate for eighth-grade reading level. Prepare creative graphics. Create enhancements to TPO website. Develop feedback mechanisms such as public opinion research, online surveys, interactive displays, participatory charrettes, social media, and communications strategies and messaging. Prepare materials in a variety of formats, including foreign language translation and ADA-compliant materials. Assist in scheduling, content, media and feedback on TPO speaking engagements, public workshops and special events in a variety of venues and formats.

F. Regional Plans and Programs (UPWP Task 6)

Assist in coordinating and the development of regional plans and programs consistent with federal and state requirements. This may include work related to the:

- West Central Florida TPO Chairs Coordinating Committees
- Tampa Bay TMA Leadership Group
- Regional LRTP;
- Regional Congestion Management Process;
- Regional Multi-Use Trails;
- Regional Fixed Guideways;
- Regional Analysis of Special Use Lanes and Toll Feasibility;
- Regional Goods Movement Studies, and;
- Regional Corridor Studies and Action Plans.

G. Other Transportation Planning Assistance

The consultant may be required to perform specific technical analyses assigned by the DIRECTOR to respond to directives from the TPO Board, new federal and state requirements, the need to coordinate with other agencies, and requests from the public. The consultant may be requested to assist with the development or maintenance of transportation improvement prioritization and programming, air quality reports, land use and socio-economic databases, environmental justice related analysis, scopes of services, revenue and cost estimation, financial analysis, customized database programming, GIS data and mapping, shared data platforms, web applications or other special transportation surveys or studies as approved by the Director. The consultant may also be requested to assist with logistical support in setting up and participating in public hearings, meetings, and workshops.

EXHIBIT “B”

METHOD OF COMPENSATION

EXHIBIT "B"

METHOD OF COMPENSATION

I. PURPOSE

This Exhibit describes and defines the limits of compensation to be made to CONSULTANT for individual task assignment for Services outlined in Exhibit "A" and the method by which payments will be made.

II. COMPENSATION

For the satisfactory completion and delivery of individual task assignment for Services detailed in Exhibit "A" CONSULTANT shall receive compensation as follows:

The TPO agrees to pay CONSULTANT for the performance of authorized Services described in Exhibit "A", the amount of compensation stated in the Notice to Proceed (Lump Sum Fee), but not to exceed \$300,000 per individual task assignment and \$2,000,000 for the life of this Agreement. For any major type of work performed by CONSULTANT that CONSULTANT is not prequalified for by FDOT compensation will not exceed \$250,000 for the life of this Agreement.

III. FEE DETERMINATION

The Director and CONSULTANT shall negotiate a Lump Sum Fee. The fees shall be determined in accordance with the following procedures:

A. The amount of the Lump Sum Fee shall be the agreed staff-hour effort required for performance of an individual task assignment Services at the approved hourly rates multiplied by the factor shown in Exhibit "C" (to cover the cost of labor, overhead, fringe benefits and operating margin); plus the cost of negotiated expenses.

B. The approved hourly rates per job classification for CONSULTANT to be applied to this Agreement are specified in Exhibit "C", attached hereto and made a part hereof.

C. Negotiated expenses may include approved miscellaneous and out-of-pocket expenses of CONSULTANT.

1. Out-of-pocket expenses, to be negotiated for this Agreement, or for any individual task assignment covered by this Agreement, including any incidental costs of printing, materials, incidental services, expendable equipment, out of town travel greater than 100 miles from Tampa and within the limits of Florida Statute 112.061, use or rental of equipment, long distance calls, and tolls anticipated by CONSULTANT shall be agreed to by the DIRECTOR as part of the Lump Sum Fee.

2. All negotiated expenses must be agreed to by the DIRECTOR as part of the Lump Sum Fee and included in any Notice to Proceed.

IV. PROVISIONS FOR PAYMENT

Payments shall generally be tied to delivery of interim and final work products pursuant to the provisions of a Notice to Proceed. Progress payments may be made in proportion to the percentages of work accepted by the DIRECTOR pursuant to a Notice to Proceed. Such progress

payments may be made prior to completion of an individual task assignment, however invoices for such payments may not be submitted by CONSULTANT on a less than monthly basis. Final payment shall be due and payable upon satisfactory completion of any individual task assignments as approved and accepted by the DIRECTOR, as provided in Section XXIV of this Agreement.

Invoices submitted by CONSULTANT for work performed pursuant to a Notice to Proceed shall contain a progress report in sufficient detail for a proper pre-audit and post-audit to demonstrate performance by CONSULTANT of sufficient work to support the invoice.

Each individual task assignment shall be invoiced individually.

The TPO shall pay CONSULTANT within 30 days of its receipt of the CONSULTANT'S proper invoice, as defined by Section 218.72 Florida Statutes, and accompanied by a progress report.

V. FINAL CLOSE-OUT

Final Audit: The TPO or its funding agencies may perform or have performed, a final audit of the records of CONSULTANT to support the compensation paid to CONSULTANT for any individual task assignment for Services. Any such audit should be performed as soon as practical after completion and acceptance of any individual task assignment pursuant to this Agreement. The final payment to CONSULTANT may be adjusted for audit results.

EXHIBIT “C”

**CONSULTANT (AND SUBCONSULTANT)
APPROVED HOURLY RATES PER CLASSIFICATION
AND ADDITIVE PERCENTAGES**

**APPROVED HOURLY RATES PER CLASSIFICATION
AND ADDITIVE PERCENTAGES**

Atkins

(Name of Consultant/Subconsultant)

	HOURLY RATES¹
PERSONNEL CLASSIFICATION	YEAR 1²
Chief Planner	\$82.65
Chief Engineer 2	\$80.68
Senior Engineer 2	\$73.96
Project Manager 3	\$68.50
Senior Engineer 1	\$60.37
Senior Planner	\$55.22
Senior Architect	\$48.76
Engineer 1	\$43.16
Community Outreach Specialist	\$40.32
Landscape Architect	\$34.09
Planner	\$31.49
Graphic Designer	\$29.91
Engineering Intern	\$29.14

- (1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses
- (2) Future year rates will become effective February 1st of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

Salary		100.00%
Overhead	+	135.94%
FCCM	+	0.04%
Operating Margin	+	37.00%
Burdened Salary ³	=	272.98%

(3) Burdened Salary not to exceed: 2.7298

**APPROVED HOURLY RATES PER CLASSIFICATION
AND ADDITIVE PERCENTAGES**

All Traffic Data Services, LLC

(Name of Consultant/Subconsultant)

PERSONNEL CLASSIFICATION	HOURLY RATES¹
YEAR 1²	
ADT 72 Hours (Bi-Directional)	Up to \$325.00
Turning Movement Count (2 Hours)	Up to \$150.00
Smart Sensor Radar (72 Hours Di-Directional)	Up to \$1,000.00
Bluetooth (72 Hours)	Up to \$500.00

- (1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses
- (2) Future year rates will become effective February 1st of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

Salary		%
Overhead	+	%
FCCM	+	%
Operating Margin	+	%
Burdened Salary ³	=	%

(3) Burdened Salary not to exceed: _____

APPROVED HOURLY RATES PER CLASSIFICATION AND ADDITIVE PERCENTAGES

EXP U.S. Services Inc.

(Name of Consultant/Subconsultant)

PERSONNEL CLASSIFICATION	HOURLY RATES¹
YEAR 1²	
PROJECT MANAGER 1	63.15
PROJECT PLANNER	46.91
SENIOR PLANNER	58.09
PLANNER	37.69
GRAPHIC DESIGNER	34.85
COS* - SENIOR	45.00
COS*	30.00
COS* - JUNIOR	26.44

*COMMUNITY OUTREACH SPECIALIST (COS)

- (1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses
- (2) Future year rates will become effective February 1st of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

Salary		100	%
Overhead	+	179.34	%
FCCM	+	0.227	%
Operating Margin	+	34	%
Burdened Salary ³	=	313.567	%

(3) Burdened Salary not to exceed: 313.567

**APPROVED HOURLY RATES PER CLASSIFICATION
AND ADDITIVE PERCENTAGES**

Atkins/Pritchett Steinbeck Group, Inc.
(Name of Consultant/Subconsultant)

	HOURLY RATES ¹
PERSONNEL CLASSIFICATION	YEAR 1 ²
Chief Planner	\$55.64
Senior Planner	\$53.93
Senior Environmental Specialist	\$47.47
Environmental Specialist	\$39.52
Planner	\$39.00
GIS Specialist	\$40.25

- (1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses
- (2) Future year rates will become effective February 1st of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

Salary		100.00%
Overhead	+	166.91%
FCCM	+	0.00%
Operating Margin	+	33.00%
Burdened Salary ³	=	299.91%

(3) Burdened Salary not to exceed: 299.91%

**APPROVED HOURLY RATES PER CLASSIFICATION
AND ADDITIVE PERCENTAGES**

Patel, Greene and Associates, LLC
(Name of Consultant/Subconsultant)

PERSONNEL CLASSIFICATION	HOURLY RATES ¹
	YEAR 1 ²
Chief Designer	\$ 51.65
Chief Engineer 1	\$ 87.05
Chief Engineer 2	\$ 86.50
Chief Scientist	\$ 59.00
Community Outreach Specialist	\$ 27.60
Community Outreach Specialist – Junior	\$ 26.83*
Community Outreach Specialist – Senior	\$ 50.00
Engineer 1	\$ 49.01
Engineer 2	\$ 60.40
Engineering Intern	\$ 36.44
Engineering Technician	\$ 28.76
Environmental Specialist	\$ 29.50
Graphic Designer	\$ 29.87
Landscape Designer/Landscape Planner	\$ 32.50
Planner	\$ 35.22
Project Manager 3	\$ 88.00
Secretary/Clerical	\$ 33.29*
Senior Engineer 1	\$ 74.32
Senior Engineering Technician	\$ 32.70
Senior Environmental Specialist	\$ 48.50
Senior Landscape Architect	\$ 56.00
Senior Planner	\$ 64.25
Technician Aid	\$ 22.33*

*Capped per Hillsborough County request

- (1) Unburdened, does not include overhead, fringe benefits, facility capital cost of money, operating margin or out-of-pocket expenses.
- (2) Future year rates will become effective February 1st of each year and will be escalated based on the annual percent increase of the CPI-W, all items, as published by the Bureau of Labor Statistics mid-January each year.

Additive Percentages:

Salary	100.00 %
Overhead	+ 164.62 %
FCCM	+ 0.362 %
Operating Margin	+ 40.00 %
Burdened Salary ³	= 304.982 %

(3) Burdened Salary not to exceed: 3.04982

EXHIBIT “D”

Hillsborough County Equal Employment Opportunity Requirements

Exhibit "D"

HILLSBOROUGH COUNTY EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

STATEMENT OF COMPLIANCE

THE PROPOSER/BIDDER REPRESENTS THAT THE INFORMATION SUBMITTED HEREIN IS TRUE AND CORRECT. THE PROPOSER/BIDDER ASSURES HILLSBOROUGH COUNTY OF ITS COMPLIANCE WITH FEDERAL, STATE AND COUNTY AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. THE PROPOSER/BIDDER FURTHER ASSURES THAT IT AND ITS SUBCONTRACTOR'S/SUBRECIPIENT'S FACILITIES ARE ACCESSIBLE TO THE HANDICAPPED (IF APPLICABLE).

INSTRUCTIONS

As a proposer/contractor with the County, you are urged to carefully review the Equal Employment Opportunity Affirmative Action Questionnaire and respond to it as it relates to your own employment practices.

Please note particularly that:

1. Where federally-assisted contracts are involved, the proposer/ contractor is bound by Revised Order No. 4 (41 CFR Part 60-2) and Executive Order 11246 of September 24, 1965 as amended, by Executive Orders 11375 and 12086; or Title VI of the Civil Rights Act of 1964 and Federal contract Compliance "bid conditions" in the proposal package.
2. The proposer/contractor must complete **ALL** forms of this Equal Employment Opportunity Affirmative Action Questionnaire if the total amount of the contract is equal to or exceeds \$10,000.

If at any time there arises a question, problem or need for assistance in meeting the equal opportunity requirements on County contracts, please contact Hillsborough County's Economic Development Department, DM/DWBE & SBE Programs Section, P.O. Box 1110, Tampa, Florida 33601, (813) 272-5969.

**EQUAL EMPLOYMENT OPPORTUNITY
AFFIRMATIVE ACTION QUESTIONNAIRE**

PROJECT: Hillsborough County Metropolitan Planning Organization General Transportation Planning Consultant Services

FIRM'S CIVIL RIGHTS STATUS

All responding firms are requested to carefully review the following questions and provide responses as it relates to the firm's own affirmative action and equal opportunity practices.

Please respond to the following:

1. Provide a copy of your organization's Affirmative Action Plan or Program. (If not submitted within the past twelve (12) months.) *
 - a. [See attached](#)
2. Workforce Analysis by race/sex and EEO Category.
 - a. [See page 45 of the attached](#)
3. If organization receives federal/state/local funding, please list source and dollar amount.
 - a. [No](#)
4. Name of person designated as EEO representative.
 - a. [Lara Makinen](#)
5. Is the organization receptive to on-site reviews?
 - a. [Yes](#)
6. Does the organization have a procedure for resolving discrimination complaints?
 - a. [Yes](#)
7. Has your firm been charged with discrimination within the past eighteen (18) months? If yes, how many charges, nature of charge; when; and where?
 - a. [No.](#)
8. Do you anticipate hiring additional staff to perform this contract? If yes, please provide the number of positions and type of positions.
 - a. [No](#)
9. Please provide a copy of the company's Affirmative Action/Equal Employment Opportunity Policy Statement, signed and dated by the Chief Executive Officer. (If not submitted within the past twelve (12) months).
 - a. [See attached](#)

*** A written Affirmative Action Plan or Program is required if the firm has fifteen (15) or more employees. If the firm has fewer than fifteen (15) employees, then an Affirmative Action Policy Statement is required.**

SANCTIONS AND PENALTIES

1. Failure to comply with the Equal Opportunity and Affirmative Action requirements adopted by the Board of County Commissioners of Hillsborough County may result in suspension or debarment of the firms or individuals involved. Debarment of firms by Hillsborough County for activity contrary to this program will be carried out according to the debarment procedures contained in the Hillsborough County Purchasing Manual. Said firm or individual will be notified by registered mail of said suspension or debarment and may appeal suspension or debarment through the procedure set forth in the Purchasing Manual.
2. The Board of County Commissioners encourages each proposer/bidder to submit EEO documentation with the bid.
3. The Board of County Commissioners also reserves the right to reject any proposals from firms who have previously failed to perform properly and who have done so by commission or omission of an act of such serious or compelling nature that the act indicates a serious lack of business integrity or honesty or willingness to comply.

FIRM NAME: Atkins No. America Inc – Hillsborough County – As of 6/30/2020

JOB CATEGORY	TOTAL EMPLOYEES		MALES					FEMALES				
	MALE	FEMALE	WHT	BLK	HISP	API	AI	WHT	BLK	HISP	API	AI
Officials & Managers	44	20	38	1	4	1	0	19	0	1	0	0
Professionals ⁽¹⁾	69	62	45	7	8	8	1	46	1	7	5	1
Technicians	19	2	13	0	6	0	0	1	0	1	0	0
Sales Workers												
Office & Clerical	0	10	0	0	0	0	0	7	0	2	1	0
Craftsmen (Skilled)												
Operatives (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL	132	94	96	8	18	9	1	73	1	11	6	1

⁽¹⁾ Professionals also includes – 2 Female 2+ Races

HISP: Hispanic
 API: Asian/Pacific Islander
 AI: American Indian

Job categories as provided herein are those categories identified and used in EEO (1-6) reporting requirements, required from employers by the Federal government.

EXECUTIVE ORDER 11246 AFFIRMATIVE ACTION PLAN (AAP)

for

ATKINS

**ATKINS NORTH AMERICA
4030 West Boy Scout Boulevard
Tampa, FL 33607**

WS ATKINS, INC. - TAMPA, FL

01/01/2023 - 12/31/2023

**Dun's #: 612795636
EIN (tax) #: 590896138**

PART I: AAP FOR MINORITIES AND WOMEN

**PART II: AAP FOR PROTECTED VETERANS
AND INDIVIDUALS WITH DISABILITIES**

AA/EEO Contact: Lara J. Makinen
Human Relations Manager
Atkins North America
4030 West Boy Scout Boulevard
Tampa, FL 33607
(303) 221-7275 x4987151

CONFIDENTIAL TRADE SECRET MATERIALS

(Not for distribution except on a need-to-know basis within Atkins North America).

This AAP contains confidential information which is subject to the provisions of 18 U.S.C. 1905. Chrysler Corp. v. Brown, 441 U.S. 281, 19 FEP 475 (1979).

Copies of this AAP and all related appendices, documents, and support data are made available on loan to the U.S. Government upon the request of said Government on the condition that the Government hold them totally confidential and not release copies to any persons whatsoever. This AAP and all its supporting documents contain much confidential information which may reveal, directly or indirectly, Atkins North America's plans for business or geographical expansion or contraction. Atkins North America considers this AAP to be exempt from disclosure, reproduction, and distribution under the Freedom of Information Act upon the grounds, among others, that such material constitutes (1) personnel files, the disclosure of which would constitute a clearly unwarranted invasion of personal privacy, which are exempt from disclosure under 5 U.S.C. 552(b)(6); (2) confidential, commercial, or financial information, which is exempt from disclosure under 5 U.S.C. 552(b)(4); (3) investigatory records compiled for law enforcement purposes, the production of which would constitute an unwarranted invasion of personal privacy, which are exempt from disclosure under 5 U.S.C. 552(b)(7)(C); and (4) matters specifically exempted from disclosure by statute, which are exempt from disclosure under 5 U.S.C. 552(b)(3). Notice is hereby given of a request pursuant to Title 41 Code of Federal Regulations, Part 60-40.3 that portions of this AAP be kept confidential.

Atkins North America wishes to make it clear that it does not consent to the release of any information whatsoever contained in this AAP under the Freedom of Information Act or otherwise. If the U.S. Government, or any agency or subdivision thereof, is considering breaching the conditions under which this AAP was loaned to such Government, or is considering a request for release of this AAP under the Freedom of Information Act, a request is hereby made that the Government immediately notify the CEO/President of Atkins North America of any and all Freedom of Information Act requests received by the Government or any other contemplated release of this AAP by the Government which relates to information obtained by the Government from the Company. We further request that everyone who has any contact with this AAP or its supporting data treat such information as totally confidential and that such information not be released to any person whatsoever. Retention or disclosure of information relating to identifiable individuals may also violate the Privacy Act of 1974.

**ATKINS NORTH AMERICA AAP
FOR WS ATKINS, INC. - TAMPA, FL**

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INTRODUCTION TO PARTS I AND II

BACKGROUND

Atkins North America is a privately-owned company which provides services in Architecture, Construction Management, Engineering, Environmental Sciences and Planning, Landscape Architecture, Planning, Program Management, Surveying and Mapping, and Technology. The Company was founded in 1960 in the State of Florida.

Atkins North America is a federal government supply and service contractor subject to the affirmative action requirements of Executive Order 11246, the Rehabilitation Act of 1973 as amended, and the Vietnam Veterans' Readjustment Assistance Act of 1974, Section 4212. Because Atkins North America has \$50,000 or more in annual contracts with the federal government and employs 50 or more employees, we are required to prepare annual written Affirmative Action Plans (AAP's) for minorities and women, for protected veterans, and for individuals with disabilities for our organization. Failure to comply with these laws and their implementing regulations, which are enforced by the Office of Federal Contract Compliance Programs (OFCCP), can result in debarment of the Company from future contracts and subcontracts.

Affirmative action is a term that encompasses any measure adopted by an employer to correct or to compensate for past or present discrimination or to prevent discrimination from recurring in the future. Affirmative action goes beyond the simple termination of a discriminatory practice.

As stipulated in federal regulations, a prerequisite to the development of a satisfactory affirmative action plan is the evaluation of opportunities for protected group members, as well as an identification and analysis of problem areas inherent in their employment. Also, where a statistical analysis reveals a numeric disparity between incumbency (and/or hiring rates for veterans) and availability, an adequate AAP details specific affirmative action steps to guarantee equal employment opportunity. These steps are keyed to the problems and needs of protected group members. For minorities and women, such steps include the development of hiring and promotion goals to rectify the disparity between incumbency and availability. For protected veterans and individuals with disabilities, such steps will include a thorough review of the company's outreach efforts to determine the effectiveness of such efforts in closing the hiring and/or utilization gaps. It is toward this end that the following AAP of Atkins North America was developed.

APPLICABLE AFFIRMATIVE ACTION LAWS AND REGULATIONS

Atkins North America' AAP for minorities and women (Part I) has been prepared according to Executive Order No. 11246, as amended, and Title 41, Code of Federal Regulations, Part 60-1 (Equal Employment Opportunity Duties of Government Contractors), Part 60-2 (Affirmative Action Programs of Government Non-Construction Contractors; also known as "Revised Order No. 4"), and Part 60-20 (Sex Discrimination Guidelines for Government Contractors).

Atkins North America has developed separately an affirmative action plan for protected veterans and individuals with disabilities (Part II) prepared in accordance with the Rehabilitation Act of 1973, Section 503, as amended and Title 41, Code of Federal Regulations, Part 60-741(Affirmative Action Program for Individuals with Disabilities), the Vietnam Era Veterans' Readjustment Assistance Act of 1974, Section 4212, as amended, and Title 41 Code of Federal Regulations, Part 60-300 (Affirmative Action Program for protected veterans).

Under Section 503, a business with a federal contract of more than \$15,000 is required to treat qualified individuals with disabilities without discrimination on the basis of their physical or mental disability in all employment practices, and to take affirmative action to employ and advance in employment individuals with disabilities. If the company has at least 50 employees and a single contract of \$50,000 or more, then it must also develop a Section 503 AAP, as described in 41 CFR 60-741, Subpart C. Section 503 applies to businesses with federal construction contracts, but not to businesses with federally assisted construction contracts.

Under VEVRAA, a business with a federal contract of \$150,000 or more is required to treat qualified individuals without discrimination based on their status as a protected veteran in all employment practices, and to take affirmative action to employ and advance in employment protected veterans. If the company has at least 50 employees and a single contract of \$150,000 or more, then it must also develop a VEVRAA AAP, as described in 41 CFR 60-300, Subpart C. VEVRAA applies to businesses with federal construction contracts, but not to businesses with federally assisted construction contracts.

COVERED GROUPS UNDER AFFIRMATIVE ACTION LAWS AND REGULATIONS

Coverage under affirmative action laws and regulations applies to:

Women and minorities who are recognized as belonging to or identifying with the following race or ethnic groups: Blacks/African Americans, Hispanics/Latinos, Asians/Pacific Islanders, and American Indians/Alaskan Natives.

Any veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs, or who was discharged or released from active duty because of a service-connected disability.

Recently separated veterans: any veteran currently within three-years of discharge or release from active duty.

Veterans who served on active duty in the U.S. military during a war or campaign or expedition for which a campaign badge is awarded.

Veterans who, while serving on active duty in the Armed Forces, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985.

An individual with a disability: 1) a person who has a physical or mental impairment that substantially limits one or more of his/her major life activities; (2) has a record of such impairment, or (3) is regarded as having such an impairment.

PROGRAM TERMINOLOGY

The terms, "comparison of incumbency to availability," "deficiency," and "problem area," appearing in this AAP, are terms Atkins North America is required by government regulations to use. The criteria used in relation to these terms are those specified by the government. These terms have no independent legal or factual significance whatsoever. Although Atkins North America will use the terms in total good faith in connection with its AAP, such use does not necessarily signify that the Company agrees that these terms are properly applied to any particular factual situation and is not an admission of non-compliance with EEO laws, regulations, and objectives.

The comparison of incumbency to availability contained herein is required by Government regulations to be based on certain statistical comparisons. Geographic areas and sources of statistics used herein for these comparisons were used in compliance with Government regulations, as interpreted by Government representatives. The use of certain geographic areas and sources of statistics does not indicate Atkins North America's agreement that the geographic areas are appropriate in all instances of use or that the sources of statistics are the most relevant. The use of such geographic areas and statistics may have no significance outside the context of this AAP. Such statistics and geographic areas will be used, however, in total good faith with respect to this AAP.

The grouping of job titles into a given job group does not suggest that Atkins North America believes the jobs so grouped are of comparable worth.

Whenever the term "goal" is used, it is expressly intended that it "should not be used to discriminate against any applicant or employee because of race, color, religion, gender, or national origin," as stated in Title 41 Code of Federal Regulations, Part 60-2.16(e)(2).

This AAP is not intended to create any contractual or other rights in any person or entity.

RELIANCE ON EEOC'S GUIDELINES

Although Atkins North America does not believe any violation of Title VII of the Civil Rights Act exists, it has developed this AAP in accordance with and in reliance upon the EEOC's Guidelines on Affirmative Action, Title 29 Code of Federal Regulations, Part 1608.

REPORTING PERIOD

This AAP is designed to cover the following reporting dates:

- Employee snapshot date: 12/31/2022
- AAP implementation date: 01/01/2023 - 12/31/2023
- Transaction date (hires, promotions/transfers, and terminations): 01/01/2022 - 12/31/2022

STATEMENT OF PURPOSE FOR PARTS I AND II

This AAP has been designed to bring women and men, members of minority groups, protected veterans, and individuals with disabilities into all levels and segments of Atkins North America's workforce in proportion to their representation in the qualified relevant labor market.

The AAP, therefore, is a detailed, results-oriented set of procedures which, when carried out, results in full compliance with equal employment opportunity requirements through the equal treatment of all people.

The manner in which this is to be accomplished becomes technical and somewhat complicated. There are several reasons for this. First, Atkins North America is subject to and must address a variety of State and Federal laws and guidelines dealing with equal employment opportunity and affirmative action. These guidelines and requirements are in themselves somewhat technical and complex. In addition, relevant court decisions, which are often useful in interpreting, but sometimes conflicting with these requirements and guidelines, must be taken into account when developing and implementing the AAP. Furthermore, in determining Atkins North America's current equal employment opportunity and affirmative action position and its desired future achievements, numbers, percentages, statistics, and numerous calculations and computations must come into play.

The technical, legal, and mathematical aspects of the AAP, however, all have one common purpose—to allow us to properly identify three key concepts:

1. Where we stand now,
2. Where we must go,
3. How best to get there.

These three concepts are the Affirmative Action Plan.

ATKINS NORTH AMERICA

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WS ATKINS, INC. - TAMPA, FL

PART I: AFFIRMATIVE ACTION PLAN FOR MINORITIES AND WOMEN

FOR

01/01/2023 - 12/31/2023

PART I

AAP FOR MINORITIES AND WOMEN

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PART I: AAP FOR MINORITIES AND WOMEN

CHAPTER 1: ORGANIZATIONAL PROFILE

41 C.F.R. § 60-2.11

Workforce Analysis/Lines of Progression

Atkins North America conducted a workforce analysis to identify employees at WS Atkins, Inc. - Tampa, FL by gender and race/ethnicity in each job title. The data was collected from payroll records dated 12/31/2022.

Job titles are listed by organizational unit. Job titles are listed from lowest to highest paid. The list includes all job titles, including departmental supervision, exempt, and nonexempt titles.

For each job title, Atkins North America identified the total number of employees, the number of male and female employees, the total number of minority employees, the male and female minority employees, the total number of employees who are White, Black, Hispanic, Asian, American Indian or Alaskan Native employees, Native Hawaiian or Pacific Islander, and Two or More races, and the male and female employees within each of these race/ethnic groups.

Lines of Progression

Developed in conjunction with the workforce analysis is information on Atkins North America's lines of progression. Lines of progression (career ladders/career paths) identify the job titles through which an employee can move to the top of a line. For each line of progression, applicable departments are identified. These are the departments which employ persons in the job titles in the specified line of progression. Some lines of progression are limited to only one department, while others are found throughout several departments.

The lines of progression provide useful information regarding patterns of vertical and horizontal movement throughout our workforce. These patterns will be evaluated to ascertain whether they provide to our employees the optimum career mobility and opportunities for advancement.

See the *Workforce Analysis/Lines of Progression* for the results per organizational unit.

CHAPTER 2: JOB GROUP ANALYSIS

41 C.F.R. § 60-2.12

Although the workforce analysis was conducted individually for every job title, after it was completed, job titles were grouped for the comparison of incumbency to availability and for setting goals. There were several reasons for grouping jobs.

Many job titles are so similar in content that handling them individually in the AAP is not necessary. Grouping together these very similar titles is appropriate for the comparison of incumbency to availability. For many job titles, the availability data that can be collected is limited, and the same data must be used for several related jobs. Therefore, grouping these related titles together is logical. Also, many job titles have so few incumbents in them that identifying disparities between incumbency and availability by job title is meaningless—as problem areas would be identified in terms of fractions of people. By grouping several similar titles and increasing the number of employees involved, a meaningful comparison can be conducted; any identified problem areas are more likely to be in terms of whole people. Consequently, goals established to correct problem areas are also more likely to be in terms of whole people.

The three reasons for grouping job titles all discuss "similar" or "related" jobs. That is the most critical guideline in creating job groups. Above all, the job titles placed into a job group must be more similar or related to each other than the job titles in other job groups.

Job groups must have enough incumbents to permit meaningful comparisons of incumbency to availability and goal setting. Ideally, if a job group is identified as containing a problem area, it should be large enough that a goal of a least one whole person can be established. No minimum size has been established for this purpose, however, since it is dependent not only on the size of the job group, but also on the size of the availability percentage and the number of minorities or women already employed in the job group.

It may not be possible for a smaller contractor's job groups to meet the guideline of not crossing EEO categories. While there are usually two or more job groups within each EEO-1 category, for smaller contractors some or all of their job groups may correspond to EEO categories.

Atkins North America did not combine job titles with different content, wages, or opportunities if doing so would have obscured problem areas (e.g., job groups which combine jobs in which minorities or women are concentrated with jobs in which they are underrepresented).

CHAPTER 3: PLACEMENT OF INCUMBENTS IN JOB GROUPS

41 C.F.R. § 60-2.13

Each job group appears on a Job Group Report with a job group name and number. The report lists each job title in the job group. For each job title, the worksheet provides the following information: EEO reporting category, job title, employee headcounts for each job title, and overall percentages by gender and race/ethnicity as of 12/31/2022.

See the ***Job Group Analysis*** for the listing of the job titles and the associated race and gender headcounts per job group.

CHAPTER 4: DETERMINING AVAILABILITY

41 C.F.R. § 60-2.14

"Availability" is an estimate of the proportion of each sex and race/ethnic group available and qualified for employment at Atkins North America for a given job group in the relevant labor market during the life of the AAP. Availability indicates the approximate level at which each race/ethnic and sex group could reasonably be expected to be represented in a job group if Atkins North America's employment decisions are being made without regard to gender, race, or ethnic origin. Availability estimates, therefore, are a way of translating equal employment opportunity into concrete numerical terms. Correct comparisons of incumbency to availability, worthwhile and attainable goals, and real increases in employment for problem groups depend on competent and accurate availability analyses. With valid availability data, we can compare the percentages of those who could reasonably be expected to be employed versus our current employment (from the workforce analysis), identify problem areas or areas of deficiency, and establish goals to correct the problems.

Steps in Comparison of Incumbency to Availability

Identify Availability Factors

The following availability factors are required of federal government contractors for consideration when developing availability estimates for each job group:

1. External Factor: The external requisite skills data comes from the 2014-2018 Census of Population.
 - a. Local labor area: An employee Zip Code Analysis was used to identify the most precise local labor area for Atkins North America. The final local labor area met the following two (2) conditions: 1) it includes all counties/county sets where 5% or more of the employees/applicants resided, and 2) when summed, those counties/county sets accounted for at least 78% of the total applicants/employees within the at-issue workforce. Smaller contributing counties/county sets are removed (i.e., trimmed) unless they are necessary to reach 78%. Once trimmed, the weights for the remaining counties/county sets were proportionately increased to reach 100%.
 - b. Reasonable labor area: National

See the ***Zip Code Analysis*** report for the counties included in the local labor area.

Note: Zip code analysis results only apply to job groups where populated census data is available.

2. Internal Factor: The percentage of minorities or women among those promotable, transferable, and trainable within the contractor's organization. See the ***Internal Availability Analysis*** for more detail.

Assign Internal and External Factor Weights: Weights were assigned to each factor for each job group. A combination of historical data and experience were used to determine the weights. Weights were never assigned in an effort to hide or reduce problem areas.

Identify Final Availability: Weights were multiplied by the component-specific data to produce weighted data for each component. Weighted data for each component was summed. This produced a final availability estimate for each sex and race/ethnic group, as well as for minorities in the aggregate.¹

See the *Availability Analysis* for the availability breakdown for each job group.

¹ In most cases, the final availability report (and most other technical reports in this AAP) only includes data/information for females and minorities in the aggregate.

CHAPTER 5: COMPARING INCUMBENCY TO AVAILABILITY
41 C.F.R. § 60-2.15

Once final availability estimates were made for each job group, Atkins North America compared the percentage of incumbents in each job group to their corresponding availability. A comparison was made between the percentage employed as of 12/31/2022 and that group's final availability.

See the *Comparison of Incumbency to Availability* for the results per job group.

CHAPTER 6: PLACEMENT GOALS

41 C.F.R. § 60-2.16

Atkins North America has established an annual percentage placement goal whenever it found that minority or female representation within a job group was less than would reasonably be expected given their availability. In each case, the goal was set at the availability figure derived for women and/or minorities, as appropriate for that job group. These goals take into account the availability of basically qualified persons in the relevant labor area. They also take into account anticipated employment opportunities with our organization. Goals are not rigid and inflexible quotas which must be met but are instead targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire AAP work. These goals will be reached primarily through recruiting and advertising to increase the pool of qualified minority and female applicants and through implementation of our action-oriented programs (see Chapter 9). Selections will occur only from among qualified applicants. Goals do not require the hiring of a person when there are no vacancies or the hiring of a person who is less likely to do well on the job ("less qualified") over a person more likely to do well on the job ("better qualified"), under valid selection procedures. Goals do not require that Atkins North America hire a specified number of minorities or women.

A goal is a guidepost against which Atkins North America, a community group, or a compliance agency can measure progress in remedying identified deficiencies in Atkins North America's workforce. By setting realistic goals, Atkins North America should be able to meet the goals, assuming we conduct effective recruitment and advertising efforts to ensure an adequate pool of qualified minority and/or female applicants.

See the ***Placement Goals*** report for each job group and the ***Goals Progress Report*** for progress made since the previous AAP.

CHAPTER 7: DESIGNATION OF RESPONSIBILITY

41 C.F.R. § 60-2.17(a)

As part of its efforts to ensure equal employment opportunity to all individuals, Atkins North America has designated specific responsibilities to various staff to ensure the AAP focuses on all components of the employment system. To that end, the CEO/President, the SVP, Human Resources, the Human Relations Manager, and those employed as supervisors and managers have undertaken the responsibilities described below.

CEO/President

The primary responsibility and accountability for implementing the AAP rests with the CEO/President. This person is responsible, through the SVP, Human Resources and the Human Relations Manager, for adherence to Atkins North America's policy of equal employment opportunity and affirmative action. This role includes, but is not limited to, the following duties:

1. Designate appropriate personnel with the responsibility for overseeing, administering, implementing, and monitoring Atkins North America's AAP. Ensure that these personnel are identified in writing by name and job title.
2. Ensure that those designated personnel responsible for all AAP components are given the necessary authority and top management support and staffing to successfully implement their assigned responsibilities.
3. Impart the personal direction that ensures total involvement and commitment to equal employment opportunity programs through Atkins North America's AAP.

SVP, Human Resources

The SVP, Human Resources is responsible for overall supervision of the AAP. The SVP, Human Resources ensures, through the Human Relations Manager and department managers and supervisors that all relevant policies and procedures are adhered to. Successful implementation of this program is a basis for evaluating the SVP, Human Resources' effective work performance. The SVP, Human Resources' responsibilities include, but are not limited to, the following:

1. Ensure that Atkins North America adheres to the stated policy of equal employment opportunity and monitor the application of equal employment opportunity policies.
2. Ensure that the AAP is reviewed and updated annually in accordance with Atkins North America's stated policy.
3. Participate in periodic discussions with management, supervision, and all other employed personnel to ensure AAP and equal employment opportunity policies are being followed.

4. Review the qualifications of all employees to ensure equitable opportunity, based on job-related employment practices, is given to all for transfers and promotions.
5. Conduct periodic audits of: 1) training programs and hiring and promotion patterns to remove impediments to the attainment of AAP goals and objectives, 2) facilities to ensure they are maintained for the use and benefit of all employees and integrated both in policy and practice, and 3) sponsored educational, training, recreational, and social activities to ensure that all employees are encouraged to participate in accordance with policies on non-discrimination.
6. Ensure that all new employees receive a special orientation to Atkins North America' equal employment opportunity policy and are thoroughly informed with regard to the AAP and its objectives.
7. Periodically analyze applicant flow to determine the mix of persons applying for employment by race/ethnic origin and gender.
8. Ensure that recruitment advertising is placed in minority and female-oriented publications, as applicable.
9. Review all job descriptions and specifications to ensure they are free of discriminatory provisions and artificial barriers. Ensure that all requirements are job-related, that they are realistic, and that they reflect the actual work requirements of the essential job duties.

Human Relations Manager

The Human Relations Manager is responsible for ensuring the directives of the CEO/President and SVP, Human Resources are implemented. The Human Relations Manager's duties include, but are not limited to, the following:

1. Provide direction to Atkins North America' employees, as necessary, to carry out all actions required to meet the Company's equal employment opportunity and affirmative action commitments.
2. Review, report on, and update Atkins North America' AAP at least on an annual basis in accordance with stated policy.
3. Responsible for the design and effective implementation of the AAP at all establishments.
4. Develop, implement, and maintain audit and reporting systems to measure effectiveness of equal employment opportunity programs, including those that will indicate the need for remedial action and determine the degree to which goals and objectives have been obtained.

5. Advise management in the modification and development of Atkins North America' policies to ensure the enhancement of equal employment opportunity for all employees and potential employees within existing equal employment opportunity guidelines.
6. Conduct periodic audits to ensure all required posters and those advertising Atkins North America' equal employment opportunity policies and AAP are displayed and that Atkins North America' equal employment opportunity and AAP policies are being thoroughly communicated.
7. Assist in review and revision of all policies, procedures, and rules to ensure they are not in violation of federal or state laws and regulations.

Managers and Supervisors

In their direct day-to-day contact with Atkins North America' employees, managers and supervisors have assumed certain responsibilities to help the Company ensure compliance with equal employment opportunity programs and effective implementation of the AAP. These include, but are not limited to, the following:

1. Aggressively adhere to Atkins North America' equal employment opportunity and affirmative action policy.
 - a. Support and assist the SVP, Human Resources and Human Relations Manager in developing, maintaining, and successfully implementing the AAP.
 - b. Complete progress reports regarding the status of goal achievement.
 - c. Take action to prevent harassment of employees placed through affirmative action efforts.
2. Assign employees to significant jobs that might lead to greater personal growth and value, and counsel them with respect to what is needed for upward mobility within the employment structure.
3. Ensure that all interviews, offers of employment and/or wage commitments are consistent with Atkins North America' policy.
4. Implement the internal promotion and transfer of all employees under their supervision consistent with AAP goals and objectives.
5. Assist in identifying problem areas and provide needed information for establishing and meeting department affirmative action goals and objectives.

CHAPTER 8: IDENTIFICATION OF PROBLEM AREAS

41 C.F.R. § 60-2.17(b)

Terminology

The phrases “comparison of incumbency to availability,” and “problem area” appearing in this chapter are terms Atkins North America is required by government regulations to use. The criteria used in relation to these terms are those specified by the government. These terms have no independent legal or factual significance. Although Atkins North America will use the terms in good faith in connection with its AAP, such use does not necessarily signify the company agrees that these terms are properly applied to any particular factual situation and is not an admission of non-compliance with EEO laws, regulations, and objectives. Whenever the term “goal” is used, it is expressly intended that it “should not be used to discriminate against any applicant or employee because of race, color, religion, gender, or national origin,” as stated in Title 41 Code of Federal Regulations, Part 60-2.16(e).

In addition to comparing incumbency to availability within job groups, Atkins North America has conducted studies to identify problem areas in each of its selection procedures (i.e., hires, promotions, and terminations). Atkins North America will continue to monitor and update these studies during each AAP year. In each case where potential problem areas have been identified, affirmative actions, as appropriate, will be taken consistent with any of the action-oriented programs described in Chapter 9 of this AAP.

Goals are established within each of the job groups at no less than the current availability data for the job group.

Background: Atkins North America continually strives toward goal attainment. Every reasonable effort will be made to attract and recruit minorities and females, especially where underutilization is identified. Depending upon the general state of the economy, as well as the level of project development and other considerations, there may be fewer or more openings, thus either reducing or increasing the opportunities for goal attainment.

41 C.F.R. § 60-2.17(b)(1): Workforce by Organizational Unit and Job Group

An analysis of minority and female distribution within each organizational unit was accomplished by a thorough investigation of the *Workforce analysis*.

An analysis of minority and female utilization within each job group was accomplished by a thorough investigation of the *Comparison of Incumbency to Availability* reports.

41 C.F.R. § 60-2.17(b)(2): Personnel Activity

Applicant flow, hires, promotions, and terminations were analyzed by job group. An analysis of selection disparities in personnel activity between men/women and whites/minorities was accomplished by a thorough examination of transaction data. See the *Summary of Personnel Transactions Report* for each job group.

41 C.F.R. § 60-2.17(b)(3): Compensation Systems

Compensation analyses were conducted by comparing the salaries for men v. women, and whites v. minorities in each job title.

CHAPTER 9: ACTION-ORIENTED PROGRAMS

41 C.F.R. § 60-2.17(c)

If employees are pictured in marketing/employment advertisements, or any other type of Company publication, both minority and non-minority men and women will be pictured.

Atkins North America provides written and verbal notification of its EEO policy to recruiting sources and requests that they refer minorities, females, disabled individuals and veterans for all openings.

Atkins North America is committed to investing in the personal and professional growth of its employees. The Company fulfills this commitment through education and training which is provided without regard to race and sex through Atkins “Learning & Development” (formerly Atkins University) via e*Learning and classroom training sessions. Atkins e-Learning can be accessed conveniently either at work or from the employee’s home if there is a computer with internet access. All employees are regularly reminded of learning opportunities through Learning & Development and invited to avail themselves of the benefit.

Atkins North America is committed to its Minority Engineering Scholarship Program, which has been established to benefit minority students enrolled in accredited engineering schools. Annual \$4,000 scholarships are awarded to qualified minority students in thirteen universities across the nation.

In 2016, Atkins North America expanded its National Mentoring Program to include Mentoring Circles. Mentoring Circles is a peer/group mentoring forum that can be created by employees who are interested in connecting with others who share similar interests. Each Circle can contain up to 20 members who convene to learn from each other. Some of the Mentoring Circles that were created include: Atkins Women – Sole Female Professional in Office, Women in Project Management, ANA graduate Development Program and PMP certification Study Group. Each Circle has one leader that steers the group’s discussion at each meeting and works with the other participants to select discussion topics relevant to the group.

Atkins North America utilizes Yammer which is an internal social networking service. Yammer allows for personalized groups to be created so that employees with similar jobs or interests can have a platform to communicate with each other across the company. Some of the groups that have been created include: Diversity & Inclusion, Women’s Professional Network, LGBT Plus, Disability Network, Women’s Development Support Network, and Charity Challenge Group.

Diversity is an integral element of Atkins North America strategic plan. The Company understands that unless we are able to attract and retain talented individuals from a broader range of backgrounds than has historically been the case, we will fail to realize our potential as a leading consultancy business. Thus, the Corporate Diversity Advisory Council (CDAC) was created.

The mission of the CDAC is to guide, direct, and promote diversity as an important part of Atkins North America corporate culture by:

- Encouraging a corporate environment that embraces all types of people, fosters cultural intelligence, and provides an engaging and inclusive work environment for all Atkins North America employees while valuing their differences;
- Enhancing awareness and educating the firm's management and workforce regarding the business value of diversity within the company;
- Representing Atkins North America as a diverse organization within our communities, professional organizations, and marketplace;
- Promoting diversity in Atkins North America's business partners and procurement practices by encouraging participation of minority and women-owned businesses;
- Developing best practices for recruiting, retaining, and advancing people of diverse backgrounds, especially in professional and leadership positions of the company;
- Overseeing the development and implementation of training programs to promote diversity goals and objectives;
- Establishing annual goals and objectives for the diversity program, and monitoring progress and accomplishments related to those goals;
- Monitoring progress towards achieving a more diverse workplace based on the equal opportunity and/or affirmative action provisions of applicable laws and regulations; and
- Serving as a champion for maintaining a sustainable diversity initiative as an integral aspect of the company's strategic plan.

Initiatives of the CDAC include:

Promote Diversity Awareness and Training

The CDAC provides monthly diversity calendars for download and submits articles of interest for Atkins Local News. All managers (E-16+) are invited to actively participate in Franklin-Covey's, "Championing Diversity" training when offered locally. The CDAC has developed two-part lunch- and -learn series on Cultural Intelligence and Atkins Learning & Development offers several online self-study courses about promoting diversity in the workplace. Such articles include "Think Different: Moving past bias toward gender equity;" "Take steps to shift from unconscious bias;" "What does diversity and inclusion mean at Atkins in North America;" "Pride: accepting ourselves and each other;" and "Let's take one step for Cultural Diversity."

Implement a Minority Supplier Program

Minority, women-owned, and historically under-utilized firms are now able to download an application from www.atkinsglobal.com/northamerica and submit the form to our Diversity Supplier Coordinator or scan and e-mail it to diversity@atkinsglobal.com. Approved applicants are entered into the Company's Vision system to identify firms that could provide services in relevant locations. The purpose of this program is two-fold: to maintain a robust database of possible consultants, suppliers and vendors and to ultimately report on our small business, women-owned business, and minority-owned business utilization.

Support Professional Diversity Organizations through active participation and scholarships

Atkins North America has supported and will continue to support the active participation and generous sponsorship of scholarships with the following organizations:

Conference of Minority Transportation Officials (COMTO)

National Society of Black Engineers (NSBE)

National Society of Minority Architects (NOMA)

Womens Transportation Seminar (WTS)

Society for Hispanic Professional Engineers (SHPE)

Society of Women Engineers (SWE)

Promote our Diversity Initiatives with our Clients and within our Industry

Atkins North America has been recognized as a leader in diversity within our industry. Our goal is to become the first A/E firm to be recognized nationally as a firm that encourages a corporate environment that embraces all types of people, fosters cultural intelligence, and provides an engaging and inclusive work environment for all Atkins North America employees while valuing their differences.

Maintain our First Affinity Group, Women Inspiring Leadership (WIL)

In 2007, we established our first affinity group, encouraging professional women to partake in Women Inspiring Leadership (WIL) and the Atlanta office sponsored WTS (Women's Transportation Seminar) group's Habitat for Humanity Women Build, and sent volunteers to help build. The CDAC will consider supporting other diverse affinity groups should any employee choose to champion one.

In addition, the Lake City, Florida office walked in their local March of Dimes walk and matched employee donations.

CHAPTER 10: INTERNAL AUDIT AND REPORTING

41 C.F.R. § 60-2.17(d)

Inherent in the AAP is the need for periodic self-assessment of problems encountered, corrective action taken, and progress made. Self-evaluation requires complex record keeping systems on applicants, employees, and components of the AAP itself. Periodic reports from supervisors, department managers, the SVP, Human Resources, and other relevant persons are required.

The objective of all record keeping systems to be implemented is to assess the results of past actions, trends, the appropriateness of goals and objectives, the appropriateness and relevancy of identified solutions to problems, and the adequacy of the Plan as a whole. In addition, a further objective is to identify the proper corrective actions to be made to all components.

In order to fully achieve the objectives of such a record keeping system, the results of it must lead to follow-up through feedback to managers, supervisors, and staff, through reallocation of resources, through modifications to plans and the record keeping system itself, through appropriate recognition of personal achievements as well as punitive actions for discriminatory acts. For any identified deficiencies, appropriate corrective action will be identified and implemented.

The records that are maintained are the basis for updating the affirmative action plan, including revising the availability data and establishing annual numerical goals. The internal audit and reporting system is used as the basis for evaluating systemic, results-oriented programs and affirmative action efforts.

The Atkins North America auditing and reporting system periodically measures the effectiveness of its total affirmative action program. The SVP, Human Resources:

1. Monitors records of all personnel activity, including referrals, placements, transfers, promotions, terminations, and compensation, at all levels to ensure the nondiscriminatory policy is carried out;
2. Requires internal reporting on a scheduled basis as to the degree to which equal employment opportunity and organizational objectives are attained;
3. Reviews report results with all levels of management; and
4. Advises top management of program effectiveness and submit recommendations to improve unsatisfactory performance.

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WS ATKINS, INC. - TAMPA, FL

**PART II: AFFIRMATIVE ACTION PLAN FOR PROTECTED VETERANS AND
INDIVIDUALS WITH DISABILITIES**

FOR

01/01/2023 - 12/31/2023

PART II

AAP FOR PROTECTED VETERANS AND INDIVIDUALS WITH DISABILITIES

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CHAPTER A: POLICY STATEMENT
41 C.F.R. §§ 60-300.44(a); 60-741.44(a)

It is the policy of Atkins North America and my personal commitment that equal employment opportunity be provided in the employment and advancement for all persons regardless of race, religion, color, national origin, sex, age, sexual orientation/gender identity and status as a protected veteran or individual with a disability at all levels of employment, including the executive level. Atkins North America does not and will not discriminate against any applicant or employee regardless of race, religion, color, national origin, sex, age, sexual orientation/gender identity and status as a protected veteran and/or individual with a disability to any position for which the applicant or employee is qualified. In addition, Atkins North America is committed to a policy of taking affirmative action to employ and advance in employment qualified protected veteran employees. Such affirmative action shall apply to all employment practices, including, but not limited to hiring, upgrading, demotion or transfer, recruitment, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship and on-the-job training. Decisions related to personnel policies and practices shall be made on the basis of an individual's capacity to perform a particular job and the feasibility of any necessary job accommodation. Atkins North America will make every effort to provide reasonable accommodations to any physical and mental limitations of individuals with disabilities and to disabled veterans.

Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged in or may engage in any activity protected by state, federal or local anti-discrimination laws including the following activities:

1. Filing a complaint;
2. Assisting or participating in an investigation, compliance evaluation, hearing, or any other activity related to the administration of the affirmative action provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA) or any other Federal, state or local law requiring equal opportunity for disabled veterans, recently separated veterans, active wartime or campaign badge veterans, or Armed Forces service medal veterans or Section 503 of the Rehabilitation Act of 1973, as amended (Section 503) or any other federal, state or local law requiring equal opportunity for disabled persons;;
3. Opposing any act or practice made unlawful by VEVRAA or its implementing regulations or any other federal, state or local law requiring equal opportunity for disabled veterans, recently separated veterans, active wartime or campaign badge veterans, or Armed Forces service medal veterans or section 503 or its implementing regulations or any other federal, state or local law requiring equal opportunity for disabled persons; or
4. Exercising any other right protected by VEVRAA or Section 503 or their implementing regulations.

Our obligations in this area stem from not only adherence to various state and federal regulations, but also from our commitment as an employer in this community to provide job opportunities to all persons regardless of race, religion, color, national origin, sex, age, sexual orientation/gender identity and status as a protected veteran or an individual with disability. Atkins North America's EEO policy and affirmative action obligations include the full support from CEO/President, George L. Nash, Jr..

Atkins North America will also continually design and implement audit and reporting systems that will measure the effectiveness and the compliance of the AAP, identify the need for remedial actions, determine if objectives were attained, and determine if opportunities to participate in company-sponsored activities were extended to all employees and applicants.

The Atkins North America is also committed to abiding with the Pay Transparency Nondiscrimination Provisions and therefore, will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. The Atkins North America's employees who have access to the compensation information of other employees or applicants as part of their essential job functions are informed and trained to not disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) a response to a formal complaint or charge; (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the Atkins North America's legal duty to furnish the information.

It is also Atkins North America's policy not to discriminate because of a person's relationship or association with a protected veteran. This includes spouses and other family members. Also, Atkins North America will safeguard the fair and equitable treatment of protected veteran spouses and family members with regard to all employment actions and prohibit harassment of applicants and employees because of their relationship or association with a protected veteran.

If you have any questions regarding our equal employment opportunity, harassment policies or the complaint procedure, you may contact your local Human Resources representative. Parts of the Affirmative Action Plan may be reviewed, as appropriate, by making an appointment with a local Human Resources representative.

(Signature)

George L. Nash, Jr.
CEO/President

1/1/2023

CHAPTER B: REVIEW OF PERSONNEL PROCESSES
41 C.F.R. §§ 60-300.44(b); 60-741.44(b)

To ensure that all personnel activities are conducted in a job-related manner which provides and promotes equal employment opportunity for all known protected veterans and employees and applicants with disabilities, reviews are periodically made of the Company's examination and selection methods to identify barriers to employment, training, and promotion.

1. Atkins North America periodically conducts a review of its employment processes to ensure thorough and systematic consideration of the job qualifications of 1) known protected veteran applicants and employees; and 2) applicants and employees with disabilities for job vacancies filled either by external hiring or internal promotions/transfers, as well as for all training opportunities available. In order to determine whether an individual is qualified for a particular job, a close examination of the content of the job is made, as well as a review of the job qualifications of known protected veterans and individuals with disabilities, both applicants and employees. In determining the qualifications of a protected veteran, consideration is given only to that portion of the military record, including discharge papers, relevant to the job qualifications for which the veteran is being considered.
2. The company ensures that its personnel processes do not stereotype individuals with disabilities or protected veterans in a manner which limits their access to jobs for which they are qualified.
3. The company ensures that applicants and employees with disabilities have equal access to its personnel processes, including those implemented through information and communication technologies.
4. The company provides reasonable accommodations, unless such accommodations will cause undue hardship to the company, to applicants and employees with disabilities to ensure that equal employment opportunity are extended in the operation of its personnel processes.
5. The company ensures that information and communications systems are accessible to all employees and applicants with disabilities even in the absence of a specific request for accommodation.

CHAPTER C: PHYSICAL AND MENTAL QUALIFICATIONS
41 C.F.R. §§ 60-300.44(c); 60-741.44(c)

To ensure that all physical and mental qualifications and requirements are job-related and promote equal employment opportunity for all known protected veterans and employees and applicants with qualified disabilities, reviews are periodically made of the Company's physical and mental qualifications and requirements as they relate to employment, training, and promotion.

The Company's physical and mental job requirements are reviewed to determine whether or not they are job-related and consistent with business necessity and safe performance on the job.

Schedule for Review: Any previously reviewed classification will be reviewed again if there is a change in working conditions which affects the job's physical or mental requirements (e.g., new requirements, new equipment, etc.)

CHAPTER D: REASONABLE ACCOMMODATION TO PHYSICAL AND MENTAL LIMITATIONS

41 C.F.R §§ 60-300.44(d); 60-741.44(d)

Atkins North America will make every effort to provide reasonable accommodations to physical and mental limitations of applicants and employees with disabilities or who are disabled veterans unless it can demonstrate that the accommodations would impose an undue hardship on the operation of business. Such reasonable accommodations are implemented in the company's electronic and/or online application systems. The company ensures that qualified applicants and employees with disabilities, who are unable to fully utilize the system, are provided equal opportunities to apply and be considered for all jobs. Atkins North America will confidentially review performance issues of employees with known disabilities to determine whether a reasonable accommodation is needed when: 1) the employee is having significant difficulty with job performance, and 2) it is reasonable to conclude that the problem is related to the known disability.

Employees may also contact the following at any time to formally request an accommodation:

Name: Lara J. Makinen

Title: Human Relations Manager

Phone: (303) 221-7275 x4987151

Email: Lara.Makinen@atkinsglobal.com

CHAPTER E: HARASSMENT
41 C.F.R. §§ 60-300.44(e); 60-741.44(e)

Atkins North America has developed and implemented a set of procedures to ensure that its employees with disabilities and protected veterans are not harassed due to those conditions. A copy of the sexual harassment policy, which includes a section prohibiting harassment of individuals with disabilities or protected veterans, is available for distribution to new as well as to existing employees.

CHAPTER F: EXTERNAL DISSEMINATION OF POLICY, OUTREACH AND POSITIVE RECRUITMENT

41 C.F.R. §§ 60-300.44(f); 60-741.44(f)

Based upon the Company's review of its personnel policies as described in Chapter B, the following activities will be implemented or continued to further enhance our affirmative action efforts. All activities are the responsibility of the Human Relations Manager.

1. Initiate and maintain communication with organizations having special interests in the recruitment of and job accommodations for protected veterans and individuals with disabilities.
2. Include workers with disabilities when employees are pictured in consumer, promotional, or help wanted advertising.
3. Disseminate information concerning employment opportunities to publications that primarily reach protected veterans and individuals with disabilities.
4. Inform all recruiting sources, in writing and orally, of the Company's affirmative action policy for protected veterans and individuals with disabilities.
5. List with the State Employment Development Department all suitable job openings.

This is an on-going activity. A listing of job opportunities reported to the State Employment Development Department is always kept current.

6. Send written notification of the Company's affirmative action policy to all subcontractors, vendors, and suppliers and requesting appropriate action on their part. This includes their obligation to annually file their EEO Reporting form and VETS-4212 form and, for employers with 50 or more employees and contracts of \$50,000 or more, their obligation to develop a written affirmative action plan.
7. Participate in veterans "job fairs."
8. Atkins North America will also grant leaves of absence to employees who participate in honor guards for the funeral of veterans.

CHAPTER G: INTERNAL DISSEMINATION OF POLICY
41 C.F.R. §§ 60-300.44(g); 60-741.44(g)

In order to gain positive support and understanding for the affirmative action program for protected veterans and individuals with disabilities Atkins North America will implement or continue to implement the following internal dissemination procedures, all of which are the responsibility of the Human Relations Manager. The following policies and procedures are designed to foster support and understanding from Atkins North America' executive staff, management, supervisors, and other employees in an effort to encourage all employees to take the necessary actions to aid Atkins North America in meeting its obligations.

1. Include the policy in the Company's policy manual and other in-house publications.
2. Conduct special meetings with executive, management, and supervisory personnel to explain the intent of the policy and individual responsibility for effective implementation, making clear the CEO/President's attitude.
3. Schedule training sessions for all employees involved in recruiting, selection, promotion, and other related employment issues for protected veterans and individuals with disabilities.
4. Discuss the policy thoroughly in both employee orientation and management training programs.
5. Inform union officials of the contractor's policy and request their cooperation.
6. Include non-discrimination clauses in all union agreements and review all contractual provisions to ensure they are non-discriminatory.
7. Include articles on accomplishments of protected veterans and workers with disabilities in Company publications.
8. Post the policy on Company bulletin boards, along with the Company's harassment policy which includes protection from harassment on the basis of disability.
9. When employees are featured in employee handbooks or similar publications for employees, include employees with disabilities.

CHAPTER H: AUDIT AND REPORTING SYSTEM
41 C.F.R. §§ 60-300.44(h); 60-741.44(h)

Atkins North America has developed and currently implements an audit and reporting system that addresses the following:

1. Measures the effectiveness of Atkins North America' overall affirmative action program and whether the company is in compliance with specific obligations.
2. Indicates the need for remedial action. Any corrective actions will be the responsibility of the Human Relations Manager.
3. Measures the degree to which Atkins North America' objectives are being met.
4. Whether there are any undue hurdles for individuals with disabilities and protected veterans regarding company sponsored educational, training, recreational, and social activities. This will also include, but not limited, to the review of the on-line and electronic application system to determine their accessibility and ensuring that procedures to request for accommodations are prominently displayed and that individuals with disabilities can readily obtain the needed accommodation.

CHAPTER I: RESPONSIBILITY FOR IMPLEMENTATION

41 C.F.R. §§ 60-300.44(i); 60-741.44(i)

As part of its efforts to ensure equal employment opportunity to protected veterans and individuals with disabilities, Atkins North America has designated specific responsibilities to various staff to ensure the AAP focuses on all components of the employment system. To that end, the CEO/President, SVP, Human Resources, Human Relations Manager, and those employed as supervisors and managers have undertaken the responsibilities described below.

CEO/President

The CEO/President is responsible for providing top management support for the Company's AAP. This person issues a memo annually to reaffirm the Company's Equal Employment Opportunity Policy and to make known to all employees and applicants the commitment of Senior Management to EEO and affirmative action. Additional responsibilities include, but are not limited to:

1. Designating appropriate personnel with the responsibility for overseeing, administering, implementing, and monitoring the Company's AAP. Ensuring that these personnel are identified in writing by name and job title.
2. Ensuring that designated personnel responsible for all AAP components are given the necessary authority and top management support and staffing to successfully implement their assigned responsibilities.
3. Imparting the personal direction that ensures total involvement and commitment to equal employment opportunity programs through Atkins North America's AAP.

SVP, Human Resources

The SVP, Human Resources is responsible for overall supervision of the AAP. The SVP, Human Resources ensures, through the Human Relations Manager and department managers and supervisors that all relevant policies and procedures are adhered to. Successful implementation of this program is a basis for evaluating the SVP, Human Resources' effective work performance. The SVP, Human Resources' responsibilities include, but are not limited to, the following:

1. Presenting all needed recommendations and procedural changes to Senior Management concerning EEO and affirmative action and ensuring that Senior Management is kept informed of the Company's compliance status.
2. Maintaining Company-wide management support and cooperation for the Company's AAP.
3. Collaborating with Senior Management on EEO and AAP issues.

4. Assisting line management in arriving at solutions to EEO/AA problems.
5. Reviewing results of audit and reporting systems to assess the effectiveness of the Company's AA programs and to direct corrective actions where necessary.
6. Ensuring that the AAP is updated annually for all establishments.
7. Providing guidance to managers and supervisors in taking proper action to prevent employees from being harassed in any way, through one-on-one contact, training, and disciplinary action.
8. Providing guidance and direction to the Human Relations Manager.
9. Ensuring that relevant staff, (i.e., Human Relations Manager, managers, and supervisors) are aware that their work performance is being evaluated in part on the basis of their equal employment opportunity efforts and results.
10. Reviewing the qualifications of all employees to ensure equitable opportunity, based on job-related employment practices, is given to all for transfers and promotions.
11. Conducting periodic audits of: 1) training programs and hiring and promotion patterns to remove impediments to the attainment of AAP goals and objectives, and 2) the Company's sponsored educational, training, recreational, and social activities to ensure that all employees are encouraged to participate in accordance with policies on non-discrimination. Determine whether known protected veterans and employees with disabilities have had the opportunity to participate in all Company-sponsored educational, training, recreation and social activities.
12. Reviewing all job descriptions and specifications to ensure they are free of discriminatory provisions and artificial barriers. Ensuring that all requirements are job-related, that they are realistic, and that they reflect the actual work requirements of the essential job duties.
13. Ensuring the Company's VETS-4212 form is filed annually with the Veterans' Employment and Training Service (VETS).

Human Relations Manager

The Human Relations Manager is responsible for ensuring that the directives of the CEO/President and SVP, Human Resources are implemented. The Human Relations Manager's duties include, but are not limited to, the following:

1. Providing direction to the Company's employees, as necessary, to carry out all actions required to meet the Company's equal employment opportunity and affirmative action commitments.

2. Responsible for the design and effective implementation of the AAP at all establishments.
3. Developing, implementing, and maintaining audit and reporting systems to measure effectiveness of equal employment opportunity programs, including those that will
 - a. Indicate need for remedial action,
 - b. Determine degree to which goals and objectives have been obtained.
4. Advising management in the modification and development of the Company's policies to ensure the enhancement of equal employment opportunity for all employees and potential employees within existing equal employment opportunity guidelines.
5. Identifying problem areas and establishing procedures, goals and objectives to solve these problems.
6. Providing guidelines in the development, preparation, and implementation of career counseling programs for known protected veterans and employees with disabilities.
7. Atkins North America conducts periodic audits to ensure that all required posters and the equal employment opportunity policies and AAP are displayed properly. Atkins North America also conducts audits to ensure that the Invitation to Self-Identify (pre and post offer) for protected veterans and individuals with disabilities, the Company's equal employment opportunity, and AAP policies are being utilized appropriately and thoroughly communicated.
8. Ensure that employees are re-surveyed regarding their disability status every five (5) years and send out reminders to employees, at least once during the five (5) year intervals, that they may voluntarily update their disability status at any time.
9. Developing policy statements, affirmative action programs, internal and external communication techniques.
10. Assisting line management in arriving at solutions to problems.
11. Serving as the liaison between Atkins North America and enforcement agencies.
12. Serving as the liaison between Atkins North America and organizations and community action groups for protected veterans and individuals with disabilities, in addition to ensuring that representatives are involved in community service programs of local organizations for protected veterans and individuals with disabilities.
13. Keeping management informed of the latest developments in the equal employment opportunity area.

14. Reviewing, reporting on, and updating the AAP annually in accordance with stated policy. Informing employees and applicants of significant changes.
15. Working closely with the SVP, Human Resources and department managers and supervisors in coordinating the effective implementation of all identified affirmative actions.
16. Assisting in review and revision of all policies, procedures, and rules to ensure they are not in violation of federal or state laws and regulations.
17. Responsible for ensuring overall the Company's compliance with the AAP.

Managers and Supervisors

In their direct day-to-day contact with the Company's employees, managers and supervisors have assumed certain responsibilities to help Atkins North America ensure compliance with equal employment opportunity programs and effective implementation of the AAP. These include, but are not limited to the following:

1. Aggressively adhering to the Company's equal employment opportunity policy.
2. Supporting and assisting the SVP, Human Resources and Human Relations Manager in developing, maintaining, and successfully implementing the AAP.
3. Completing progress reports regarding the status of affirmative action programs.
4. Taking action to prevent harassment of employees placed through affirmative action efforts.
5. Assigning employees to significant jobs that might lead to greater personal growth and value, and counsel them with respect to what is needed for upward mobility within the employment structure.
6. Ensuring that all interviews, offers of employment and/or wage commitments are consistent with the Company's policy.
7. Implementing the internal promotion and transfer of all employees under their supervision consistent with AAP goals and objectives.
8. Assisting in identifying problem areas and providing needed information for establishing and meeting department affirmative action goals and objectives.
9. Seeking and sharing information on feasible accommodations which have been or could be made for known disabilities.

CHAPTER J: TRAINING
41 C.F.R. §§ 60-300.44(j); 60-741.44(j)

Atkins North America trains all employees involved in any way with the recruitment, selection, promotion, disciplinary actions, training, and related processes of individuals with disabilities or protected veterans to ensure commitment to the company's stated affirmative action goals.

CHAPTER K: DATA COLLECTION ANALYSIS

41 C.F.R. §§ 60-300.44(k); 60-741.44(k)

Atkins North America has adopted the current national percentage of veterans in the civilian labor force of 5.5% as its hiring benchmark for protected veterans. Atkins North America will update its hiring benchmark as new data is published and updated via the OFCCP's website. The 5.5% hiring benchmark is applied to each job group within Atkins North America.

Atkins North America also adopted the current national utilization goal of 7.0% for qualified individuals with disabilities. Atkins North America will update its utilization goal as new data becomes available, updated and published. The 7.0% utilization goal is applied *to each job group* within Atkins North America.

Goals and/or benchmarks do not require that Atkins North America hire, promote, train, and/or retain a specified number of individuals with disabilities and/or protected veterans. These goals/benchmarks are not rigid and inflexible quotas which must be met but are instead targets reasonably by means of applying every good faith effort to make all aspects of the entire AAP work. A goal is a guidepost against which Atkins North America, a community group, or a compliance agency can measure progress in remedying identified deficiencies in Atkins North America's workforce.

Atkins North America has collected the required data and conducted studies to identify areas of opportunities in the employment of protected veterans and individuals with disabilities. Atkins North America will continue to monitor and update these studies periodically during each AAP year. In each case where the hiring benchmark for protected veterans and/or the utilization goal for individuals with disabilities are not met, affirmative actions, as appropriate, will be taken consistent with the activities mentioned in Chapter F (External Dissemination of Policy and Outreach and Positive Recruitment) and measures described in Chapter H (Internal Audit and Reporting) of this AAP.

See the *Hiring Benchmark and Utilization Goals Analyses*.

CHAPTER L: COMPENSATION
41 C.F.R. §§ 60-300.21(i); 60-741.21(i)

It is the policy of Atkins North America that when offering employment or promotion to protected veterans or individuals with disabilities, the amount of compensation offered will not be reduced because of any disability income, pension, or other benefit the applicant or employee receives from another source.

EXHIBIT “E”

**FEDERAL TRANSIT ADMINISTRATION
CIVIL RIGHTS ASSURANCE**

Nondiscrimination Statement

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

USDOT TITLE VI ASSURANCE Clauses A & E from DOT 1050.2A

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

1. **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement. The current specifications for DBE certifications may be found [here](#).
2. **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
4. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit

access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation*, the *Federal Highway Administration*, *Federal Transit Administration*, *Federal Aviation Administration*, and/or the *Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
7. **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights

Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT “F”

CONSULTANT CERTIFICATIONS AND AFFIDAVITS

CONSULTANT AFFIDAVIT

STATE OF Florida

COUNTY OF Hillsborough

Before me, the undersigned authority, personally appeared Charlotte Maddox who was sworn and says:

1. He is (Title) Vice President of (Firm) Atkins North America, Inc with office in (City and State) Tampa, FL.

2. *[If applicable]* The named firm is submitting the attached proposal for FDOT Work Program Item Number _____, Project Number _____, in District VII, Hillsborough County, Florida.

3. The affiant has made diligent inquiry and answers this affidavit based upon his own knowledge.

4. Only one proposal for the above-referenced project will be submitted, under the name or different name, and the proposer has no financial interest in the firm of another proposer for the same work.

5. Neither the affiant nor the firm has directly or indirectly entered in any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the firm's proposal on the above project. This statement shall restrict the discussion of pricing data until the completion of the execution of the Consultant Agreement for this project.

6. Neither the firm nor its affiliates, nor anyone associated with them is presently debarred, suspended or otherwise ineligible from participating in contract lettings by any state agency in any state or the FHWA

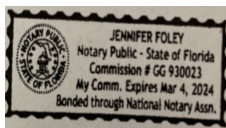
7. Neither the firm, nor any officer, DIRECTOR, employee of the firm or any of its affiliates has been criminally or civilly charged with antitrust violations, or had convictions or judgments resulting from such charges. There have been no charges or subsequent convictions or any criminal act under state or federal law which involved fraud, bribery, conspiracy, antitrust violations or material misrepresentation with respect to a public contract, except for matters previously disclosed to the Department and filed in Case No.(s) _____ with the Clerk of Agency Proceedings. *[If inapplicable, enter N/A]*.

8. This affidavit includes disclosure of employees who were charged or convicted of contract crimes while in the employ of another company.



Signature

Sworn to and subscribed before me this 10 day of May, 20 23.



Jennifer Foley

Notary

My Commission Expires: 3/4/2024

NOTICE

Any evidence of collusion among participating proposers will preclude their recognition as proposers of such job and subjects them to penalties and restraints under applicable State and Federal Law.

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

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

1. This sworn statement is submitted to the Hillsborough County Metropolitan Planning Organization

by Charlotte Maddox
(Print individual's name and title)

for Atkins North America, Inc.
(Print name of entity submitting sworn statement)

whose business address is 4030 W Boy Scout Blvd., Suite 700 Tampa, FL 33607

and (if applicable) its Federal Employer Identification Number (FEIN) is 59-0896138. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services any lease for real property, or any contract for the construction or repair of a public building or public or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in 287.133(1)(a), **Florida Statutes** means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes

those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters in to a joint venture with a person who has been convicted of public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, Director's, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

 x Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION

287.017, **FLORIDA STATUTES** FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



(Signature)

5/10/2023

(Date)

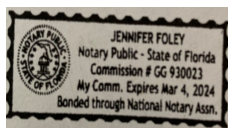
STATE OF Florida

COUNTY OF Hillsborough

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Charlotte Maddox who, after first being sworn by me,
(Name of individual signing)

affixed his/her signature in the space provided above on this 10 day of
May, 2023.



Jennifer Foley

NOTARY PUBLIC

My commission expires: 3/4/2024

TRUTH-IN NEGOTIATIONS CERTIFICATE

CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs supporting the compensation for this contract are accurate, complete, and current at the time of contracting.

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

Atkins North America, Inc.

Name of CONSULTANT

By:



Authorized Signature

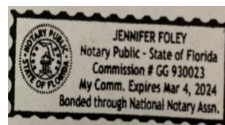
Title:

Vice President

Attest:

Jennifer Foley

Secretary or Notary



If individual, furnish two witnesses:

Witness (1)

Witness (2)

CERTIFICATION REGARDING DEBARMENT
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
-PRIMARY COVERED TRANSACTIONS-
(Compliance with 49 CFR. Section 29.510, Federal Aid Contracts)

Instructions for Certification:

1. By signing and submitting this certification with the proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the Department if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended", "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction." "principal," "proposal," " and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section of the rules implementing Executive Order 12549 You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under Paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may terminate this transaction for cause of default.

Certification in Compliance with 49 CFR Section 29.510

State of Florida County of Hillsborough

I, Charlotte Maddox, hereby attest and swear
(Name)

that I am Vice President of Atkins North America, Inc.
(Title) (Firm)

Tampa Hillsborough and the named firm
(City and County)

is submitting the attached proposal for the projects identified as follows:

FDOT Work Program Item Number(s) *[if applicable]* _____

State Project Number(s) _____

Federal Air Project Number(s) _____

in Hillsborough County(ies), Florida.

I further hereby certify that:

- (1) I am either an officer, director, partner, key employee, or other person within the prospective primary participant with primary management or supervisory responsibilities;
- (2) To the best of my knowledge and belief, the prospective primary participant and its principals;

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not, within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause of default.
- (3) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall note the exception below and attach an application to this proposal.

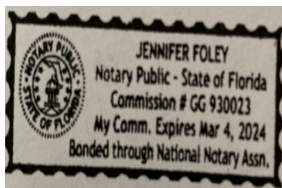
Exceptions:

Any exception listed above will not necessarily result in denial of participation in this covered transaction. For any exception noted, indicate to whom it applied, initiating agency, and dates of agency action. The explanation will be considered in connection with the department or agency's determination whether to enter into this transaction.



Affiant

Sworn to and subscribed before me this 10 day of , 2023



Jennifer Foley

Notary

My commission expires: 3/4/2024

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DBE PREFERENCE CERTIFICATION

RE: General Transportation Planning Consultant Services
I, Charlotte Maddox, Vice President
(Name) (Title)
of Atkins North America, Inc.
(Name of Firm)

hereby certify that our firm (____ is) (x is not) a Department of Transportation (Department) certified Disadvantaged Business Enterprise (DBE). I also certify that our firm intends to assist the MPO in achieving its annual DBE goal regarding subletting work on the above referenced project(s) to certified Disadvantaged Business Enterprises.


I understand that each solicitation for which a contract goal has been established may require CONSULTANT to submit the following information, at the discretion of the MPO, at least 24 hours before commitment of the performance of the contract.

1. The names and addresses of the DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The percent or dollar amount of participation of each DBE firm;
4. Written and signed documentation of commitment to use a DBE subconsultant whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in CONSULTANT's commitment; and
6. If the contract is not met, evidence of good faith efforts, as defined by the MPO, must be demonstrated.

(Check one) X Intends to subcontract work to DBE(s)
_____ Does not intend to subcontract work to DBE(s)

Since I have indicated above that a portion of the work will be sublet to certified DBE(s), the firms considered as proposed DBE subconsultants/vendors and the types of work to be subcontracted are as follows:

DBE SUBCONSULTANTS/VENDORS	TYPE OF WORK/COMMODITIES
<u>Patel Greene & Associates, LLC</u>	<u>Transportation Planning</u>
<u>Pritchett Steinbeck Group, Inc.</u>	<u>Transportation Planning</u>
_____	_____

Signed: 
Title: Vice President
Date: 5/10/2023



GREATER ORLANDO
AVIATION AUTHORITY



JACKSONVILLE
TRANSPORTATION
AUTHORITY

Florida Unified Certification Program

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

CERTIFICATE OF ELIGIBILITY

PRITCHETT STEINBECK GROUP INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

541620



Samuel Febres

Samuel Febres (Sammy)

DBE & Small Business Development Manager

Florida Department of Transportation



PLEASE NOTE: THOUGH DBE CERTIFICATION DOES NOT EXPIRE, TO KEEP DBE STATUS, YOU NEED TO FILE A NO CHANGE DECLARATION AND COMPLETE BUSINESS TAX RETURN FORMS YEARLY; ON THE ANNIVERSARY OF YOUR CERTIFICATION.

ANNIVERSARY DATE – Annually on 05/15

The Florida Department of Transportation (Department) has certified,

PRITCHETT STEINBECK GROUP INC

under the Florida's Unified Certification Program (UCP) as a Disadvantaged Business Enterprise (DBE), in accordance with Title 49 Part 26, Code of Federal Regulations (CFR).

DBE Certification does not expire. It is contingent upon the firm maintaining eligibility annually through this office. We will notify Owners of their responsibilities in advance of the anniversary date.

We have listed the firm in the Florida's DBE Certification Directory, found at the following link:

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory> Prime contractors and consultants must verify the firm's DBE certification status, and identify eligible work area(s) through the Directory. The Department makes available DBE Support Service Providers, offering managerial and technical assistance at no cost.

Contact us at (850) 414-4747 or via email DBECert.Help@dot.state.fl.us with your questions or concerns. Thank you.



Samuel Febres

Samuel Febres (Sammy)
DBE & Small Business Development Manager
Equal Opportunity Office

EXHIBIT G
CONSULTANT
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/2022

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

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

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 CN102421774-Atkin-GAWU-22-23	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED Atkins North America, Inc. 4030 West Boy Scout Blvd. Ste. 700 Tampa, FL 33607-5713	INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: N/A INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 16535 N/A

COVERAGES

CERTIFICATE NUMBER:

ATL-005066149-30

REVISION NUMBER: 4

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO0137576-08	10/15/2022	10/15/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP0137575-08	10/15/2022	10/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC0137577-08	10/15/2022	10/15/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Evidence of Coverage/Specimen

CERTIFICATE HOLDER

Atkins North America, Inc.
4030 West Boy Scout Blvd. Ste. 700
Tampa, FL 33607-5713

CANCELLATION

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
of Marsh USA Inc

Carolyn Stancel

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2022

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

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

PRODUCER MARSH USA, INC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS:	FAX (A/C, No):
CN102421774-Atkin-EO-22-23	INSURER(S) AFFORDING COVERAGE	
INSURED Atkins North America, Inc. 4030 West Boy Scout Blvd. Ste. 700 Tampa, FL 33607-5713	INSURER A: Lloyd Underwriters	NAIC # 32727
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** ATL-005389118-30 **REVISION NUMBER:** 6

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB						EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	DED <input type="checkbox"/> RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
A	Professional Liability (claims made policy)			B0509FINPA2250024	04/30/2022	04/30/2023	Limit: Per Claim Annual Aggregate:
							1,000,000 1,000,000

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

CERTIFICATE HOLDER

Atkins North America, Inc.
4030 West Boy Scout Blvd. Ste. 700
Tampa, FL 33607-5713

CANCELLATION

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
of Marsh USA Inc

Carolyn Stancel

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY MARSH USA, INC.		NAMED INSURED Atkins North America, Inc. 4030 West Boy Scout Blvd. Ste. 700 Tampa, FL 33607-5713
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Professional Liability:

Professional Liability placement was made by Marsh Canada. Marsh USA has only acted in the role of a consultant to the client with respect to the placement, which is indicated here for your convenience.

APPENDIX A

Additional Federal, State and Local Information

EQUAL OPPORTUNITY STATEMENT:

The TPO in accordance with the provisions of Title VI of the Civil Rights Act of 1964, hereby notifies all firms and individuals that it will require affirmative efforts be made to ensure participation by minorities in any contract for consultant services. Disadvantaged business enterprises (DBE) will be afforded full opportunity to submit proposals in response to advertisements and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability, family, or religious status in consideration for an award. The TPO has a DBE participation policy statement and participates in FDOT's statewide goal.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DBE BID PACKAGE INFORMATION 275-030-11 EQUAL OPPORTUNITY OFFICE

DBE Utilization

The Department began its DBE race neutral program January 1, 2000. **Contract specific goals are not placed on Federal/State contracts;** however, the Department has an overall 10.65% DBE goal it must achieve. In order to assist contractors in determining their DBE commitment level, the Department has reviewed the estimates for this letting.

As you prepare your bid, please monitor potential or anticipated DBE utilization for contracts. When the low bidder executes the contract with the Department, information will be requested of the contractor's DBE participation for the project. While the utilization is not mandatory in order to be awarded the project, continuing utilization of DBE firms on contracts supports the success of Florida's DBE Program, and supports contractors' Equal Employment Opportunity and DBE Affirmative Action Programs.

Any project listed as 0% DBE availability does not mean that a DBE may not be used on that project. A 0% DBE availability may have been established due to any of the following reasons: limited identified subcontracting opportunities, minimal contract days, and/or small contract dollar amount. Contractors are encouraged to identify any opportunities to subcontract to DBE's.

Please contact the Equal Opportunity Office at (850) 414-4747 if you have any questions regarding this information.

DBE Reporting

If you are the prime contractor on a project, enter your DBE participation in the Equal Opportunity Compliance system prior to the pre-construction or pre-work conference for all federal and state funded projects. This **will not** become a mandatory part of the contract. It will assist the Department in tracking and reporting planned or estimated DBE utilization. During the contract, the prime contractor is required to report actual payments to DBE and MBE subcontractors through the web-based Equal Opportunity Compliance (EOC) system.

All DBE payments must be reported whether or not you initially planned to utilize the company. In order for our race neutral DBE Program to be successful, your cooperation is imperative. If you have any questions, please contact EOOHelp@dot.state.fl.us.

Bid Opportunity List

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both **DBE's and non-DBEs**.

Please complete the attached Bidders Opportunity List form and submit to the MPO within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting.

DBE/AA Plans

Contractors bidding on FDOT contracts are to have an approved DBE Affirmative Action Plan (FDOT Form 275-030-11B) on file with the FDOT Equal Opportunity Office before execution of a contract. DBE/AA Plans must be received with the contractors bid or received by the Equal Opportunity Office prior to the award of the contract.

Plans are approved by the Equal Opportunity Office in accordance with Ch. 14-78, Florida Administrative Code. Plans that do not meet these mandatory requirements may not be approved. Approvals are for a (3) three year period and should be updated at anytime there is a change in the company's DBE Liaison Officer and/or President. Contractors may evidence adoption of the DBE/AA Policy and Plan and/or a change in the designated DBE Liaison officer as follows:

- Print the first page of the document on company stationery ("letterhead") that indicates the company's name, mailing address, phone number, etc.
- Print the company's name in the "____" space; next to "Date" print the month/day/year the policy is being signed; record the signature of the company's Chief Executive Officer, President or Chair in the space next to "by" and print the full first and last name and position title of the official signing the policy.
- Print the DBE Liaison's full name, email address, business mailing address and phone number the bottom of email.

E-mail the completed and signed DBE AA Plan to: **eeoforms@dot.state.fl.us**.

The Department will review the policy, update department records and issue a notification of approval or disapproval; a copy of the submitted plan will not be returned to the contractor.

PROMPT PAYMENT

The TPO will ensure that the following clause is placed in every USDOT-assisted contract and subcontract:

(A) Every contract let by the TPO for the performance of work shall contain a provision requiring the prime contractor, before receipt of any progress payment under the provisions of such contract, to certify that the prime contractor has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by the prime contractor for all work completed and materials furnished in the previous period, less any retainage withheld by the prime contractor pursuant to an agreement with a subcontractor, as approved by the TPO for payment. The TPO shall not make any such progress payment before receipt of such certification, unless the contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the TPO and the affected subcontractors and suppliers.

(B) Every contract let by the TPO for the performance of work shall contain a provision requiring the prime Contractor, within 30 days of receipt of the final progress payment or any other payments received thereafter except the final payment, to pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished, unless the Contractor demonstrates good cause for not making any such required payment and furnishes written notification of any such good cause to both the TPO and the affected subcontractors or suppliers within such 30-day period. Each invoice on a contract with DBE participation will be required to be submitted on our standard invoice format requiring DBE breakout and the above Prompt Payment statement attached to it.

STATE of FLORIDA PUR 1000 GENERAL CONTRACT CONDITIONS

43.Cooperative Purchasing: The TPO participates in Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser. State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042, F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

ADA508 GUIDELINES FOR CONSULTANTS

Plan Hillsborough is dedicated to providing accessible documents to the public and will be requiring all consultant deliverables to follow these accessibility guidelines:

- Title and Author Chart descriptions should include what they show and the general conclusions that should be drawn. Describing colors on charts and maps is not helpful for the visually impaired, so refrain from doing that.

The PDF document must have an appropriate title and author data. Subject and keyword data are helpful but optional. See [Adobe's help page on document properties](#) for further information on how to edit document properties.

Alternate Text

All images in the PDF document must either have alternate text applied or be marked as decorative. See [Adobe's help page on alternate text](#) for further information on how to add alternate text to images. Below are some examples of images and appropriate alt text:

- Photos need a general description of what you see.
- Chart descriptions should include what they show and the general conclusions that should be drawn. Describing colors on charts and maps is not helpful for the visually impaired, so refrain from doing that.
- Simple maps should explain purpose and location and any other relevant details.
- There is no way to make a detailed map like this one fully accessible, which is where our disclaimer comes in that states to call us for help. We would then explain the map over the phone.

Reading Order

All elements in the PDF document must be in the correct reading order, that is, the order in which assistive devices should read them. See [Adobe's help page on reading order](#) for further information on how to adjust element reading order. [This video](#) also highlights how to determine proper reading order and arrange PDF tags within the document to ensure the reading order is logical.

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