

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

This Agreement is made and entered into this **3rd day of January, 2024** (the “Effective Date”) by and between the Village of Estero, a Florida municipal corporation, located at 9401 Corkscrew Palms Circle, Estero, FL 33928 (hereinafter referred to as “Village”), and Johnson Engineering, Inc., a Florida corporation, located at 2122 Johnson Street, Fort Myers, FL 33901 (hereinafter referred to as “Consultant”).

WHEREAS, on July 18th 2023, the Village issued RFQ 2023-05 seeking qualifications of companies to provide the Village all services required to prepare an update to the Village-Wide Traffic Study, which the Village desires to undertake in order to evaluate existing and future traffic conditions throughout the Village; and

WHEREAS, in order to receive competitive responses, the Village re-advertised the RFQ on September 6th 2023; and

WHEREAS, the Village solicited for these services in the manner required by Florida Statutes § 287.055; and

WHEREAS, on September 20th 2023, the Village received the Consultant’s proposal and qualifications in response to the RFQ; and

WHEREAS, on September 28th 2023, the Village’s staff evaluation committee evaluated the qualifications submitted and ranked Consultant as the top-ranked firm; and

WHEREAS, on October 4th 2023, the Village Council reviewed and approved the evaluation committee’s recommendation to negotiate a final agreement with Consultant; and

WHEREAS, the Village and Consultant have agreed to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties hereto agree as follows:

ARTICLE 1: SCOPE OF SERVICE. The Consultant shall provide the services as outlined in **Exhibit “A”**, as defined in the “**Scope of Services**” hereinafter referred to as the “**Project**.”

ARTICLE 2: COMMENCEMENT AND COMPLETION OF WORK. Consultant agrees to commence its work on the Project on the date(s) provided by the Village’s Public Works Director, and to complete all work on or before July 1, 2025.

ARTICLE 3: COMPENSATION. The Consultant shall be compensated in the amounts and at the times set forth in **Exhibit “B”**, hereinafter referred to as “**Compensation & Payments**.”

ARTICLE 4: CONFLICTS OF INTEREST AND LIMITATION OF USE OF VILLAGE STAFF AND ASSETS. The Consultant shall not be permitted to utilize any Village personnel,

equipment, electronic systems or other Village subconsultants to perform any work or project of any kind other than to assist in the performance of the services outlined in **Exhibit “A.”** Failure to strictly adhere to this provision shall be grounds for immediate termination of this Agreement. To ensure this restriction is complied with, neither the Consultant, nor any of its staff assigned to perform the required services, shall engage in any other employment or contractual work, or have or hold any other employment or contractual relationship or interest, which would create a conflict of interest between Consultant’s duty to the Village set forth herein and the Consultant’s duty to any other person or entity.

ARTICLE 5: TERM AND EXTENSION. Notwithstanding the date of execution, this Agreement shall become effective at 12:01 a.m. on the Effective Date, and shall expire on the earlier of: a) the date on which the Village notifies Consultant of its acceptance of the Consultant’s work, including final report, or b) the close of business, December 31st 2024. The Village Manager is authorized to approve an extension of the Term, not to exceed six (6) months.

ARTICLE 6: TERMINATION. This Agreement may be terminated by either Party for any or no reason by providing the other at least thirty (30) days written notice of intent to terminate.

ARTICLE 7: NOTICES. Notices required or permitted in this Agreement shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid, at the address set forth in the introductory paragraph to this Agreement, to the following:

If to Village: Village of Estero
Attn: Village Manager

If to Consultant: Johnson Engineering, Inc.
Attn: Michael Dickey, Vice President and
Chairperson

ARTICLE 8: GENERAL CONDITIONS.

A: QUALIFICATIONS AND REPORTS.

1. Consultant agrees to obtain and maintain throughout the term of this Agreement all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional Services to be provided and performed by Consultant pursuant to this Agreement.
2. Consultant agrees that its senior staff, subconsultants and subcontractors who will perform any services under this Agreement are subject to the Village’s reasonable approval. The listing of engineering professionals and Consultant’s senior staff, subconsultants and subcontractors (if any) who have been assigned to provide the services required under this Agreement are as set forth in Consultant’s responsive

submission. None of the senior staff, subconsultants and subcontractors identified therein shall be removed by Consultant without the Village's prior approval (such approval not to be unreasonably withheld), and if so removed shall be immediately replaced with a person or firm reasonably acceptable to the Village. Consultant further agrees, within fourteen (14) calendar days of receipt of a written request from the Village, to promptly remove and replace its representative, or any other personnel employed or retained by Consultant, or any subconsultants or subcontractors or any personnel of any such subconsultants or subcontractors engaged by Consultant to provide and perform any of the services pursuant to the requirements of this Agreement, whom the Village shall request in writing to be removed, which request may be made by the Village with or without cause.

3. Consultant represents to the Village that it has expertise in the type of professional engineering services that will be required under this Agreement. Drawings shall be prepared in electronic AutoCAD format and any textual Project documents shall be prepared as an electronic Word document per the Village's technology standards. By execution of this Agreement, Consultant acknowledges it has received the most recent version of the Village's engineering standards (as they may relate to the Project) as of the date of this Agreement and will follow, observe and design in accordance with the standards, requirements and conventions set forth therein. The Consultant agrees that all services to be provided by it pursuant to this Agreement shall be subject to the Village's reasonable review and approval and shall be in accordance with all applicable laws, statutes, ordinances, codes, rules, regulations (including utility regulations), local and state fire marshal requirements and the Florida Building Code, as well as the requirements of any governmental agencies which regulate or have jurisdiction over the services to be provided and performed by the Consultant hereunder. In the event of any conflicts in these requirements, Consultant shall promptly notify the Village of such conflict in writing and utilize its best professional judgment to resolve the conflict. The Village's approval of any design documents in no way relieves Consultant of its obligation to deliver complete and accurate documents necessary for successful completion of the Project.
4. Consultant shall be responsible for reviewing all geological and geotechnical reports obtained by it or the Village with respect to the Project. Consultant's design documents shall be consistent and coordinated with the information set forth in all such geological and geotechnical reports. In the event Consultant has any questions or concerns about the contents of any such reports, it shall notify the Village in writing within 3 days of its review of any such reports. Consultant and the Village will attempt to mutually resolve any such questions or concerns.

B: PERFORMANCE OF SERVICES. The Consultant shall perform all services required by the Village to complete the Project using the means and methods set forth in the Statement of Work, and as required by the standards of Consultant's Engineer professional licensure, and

pursuant to all the terms and conditions set forth in the Village's solicitation and this Agreement. Consultant agrees that, when the services to be provided hereunder relate to a professional service which, under Florida law, requires a license, certificate of authorization, or other form of legal entitlement to practice such professional service, it shall employ, retain and assign only qualified personnel to provide such services.

C: ADMINISTRATION OF AGREEMENT. The Village, acting through its Village Manager, will designate one or more individuals to administer this Agreement on the Village's behalf, including but not limited to receiving and approving all reports and records from the Consultant and reviewing and inspecting the Consultant's work. Notwithstanding the foregoing, neither the assigned contract administrator nor any other Village official or agent shall have the authority to waive, amend or otherwise alter any term of condition of this Agreement. Amendments may only be accomplished as provided for herein, and changes in the scope of the Project must be requested by a formal written change order request, which shall be subject to approval of the Village Manager.

D: INCORPORATION BY REFERENCE; ORDER OF PRECEDENCE. The agreement between the Parties includes the following documents (collectively the "Contract Documents"):

- This Agreement
- The Village's solicitation and any addenda issued thereunder (attached hereto as **Exhibit "C"**)
- The Consultant's responsive submission of qualifications and pricing (attached hereto as **Exhibit "D"**)

Notwithstanding any term in the Contract Documents to the contrary, in the event of any irreconcilable conflict between the terms of these respective documents, the terms in this Agreement shall prevail over the solicitation and Consultant's submission. In the event of any irreconcilable conflict between the terms of the solicitation and the Consultant's submission, the solicitation shall prevail. In the event of any irreconcilable conflict between the solicitation and any addenda issued subsequent to the solicitation, the latest-issued addenda shall control.

E: REPRESENTATIONS AND WARRANTIES.

1. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.
2. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to execute the same and fully bind the Party on whose behalf he or she is executing.

F: COOPERATION AND COMPLIANCE WITH SAFETY RULES.

1. Consultant acknowledges that the Village may contract with a construction manager or contractor to perform work based on Consultant's work product which, if retained, shall be responsible for any construction identified (hereinafter referred to as "Construction Contractor"). If Construction Contractor is retained, Consultant agrees to cooperate with Construction Contractor with respect to Construction Contractor's delivery of its work and services to the Village, to the extent set forth in the Scope of Work. Also, in such event, Consultant agrees to incorporate, whenever reasonably practicable and consistent with good design, and after the Village's written approval, all suggestions or recommendations timely made by Construction Contractor with respect to any design submitted by Consultant.
2. Consultant agrees, for both itself and all of its subconsultants and subcontractors, to comply with all of the Village's rules and regulations with respect to safety and security at the Village's properties and facilities, including the Village's drug program, as said rules and regulations may be modified and amended by the Village from time to time. Consultant expressly acknowledges and agrees that it is responsible for complying with all rules and regulations of the Jessica Lunsford Act. Further, Consultant shall comply with any rules or regulations implemented by the Village in order to comply with the Jessica Lunsford Act. Consultant certifies that no person or subconsultant will be assigned to work on any work pursuant to this Agreement that pose any threat or risk of harm to the health, safety or welfare of any student, employee, guest, vendor or property of the Village. Further, Consultant agrees to hold harmless the Village and its officials and employees from any and all claims, suits, damages, costs, or attorney fees incurred as a result of any harm done to any student, employee, guest, vendor or property of the Village by Consultant's employees or subconsultants assigned to do work pursuant to this Agreement.

G: PUBLIC RECORDS. The Consultant shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Consultant shall:

- (a) Keep and maintain public records required by the Village to perform the services provided hereunder.
- (b) Upon request from the Village's custodian of public records, provide the Village 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.
- (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 term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Village.

- (d) Upon completion of the Agreement, transfer, at no cost, to the Village all public records in the possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Agreement, 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 Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

If the Consultant fails to comply with the requirements in this Article 7, the Village may enforce these provisions in accordance with the terms of this Agreement. If the Consultant fails to provide the public records to the Village within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

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 AGREEMENT, THE CONSULTANT SHOULD CONTACT THE VILLAGE'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (239.221.5035), E-MAIL (records@estero-fl.gov), OR MAIL (VILLAGE OF ESTERO, OFFICE OF THE VILLAGE CLERK, 9401 CORKSCREW PALMS CIRCLE, ESTERO, FLORIDA 33928.

H: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable local, state and federal laws and regulations including but not limited to laws related to workplace safety, public contracting ethics, and laws concerning the protection and rights of employees, including but not limited to equal employment opportunity laws, minimum wage laws, immigration laws, the Davis Bacon Act, Americans with Disabilities Act, and the Fair Labor Standards Act. Additionally, the Consultant agrees that when performing under this Agreement it and its agents shall refrain from

discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status.

I: IMMIGRATION COMPLIANCE; E-VERIFY. Consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Consultant's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any subcontractors authorized by the Village. Pursuant to Florida Statutes § 448.095(2), Consultant shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Consultant's contract with the Village cannot be renewed unless, at the time of renewal, Consultant certifies in writing to the Village that it has registered with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Consultant shall maintain a copy of such affidavit for the duration of the contract. If Consultant develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Consultant shall terminate the contract with the subcontractor. If the Village develops a good faith belief that Consultant has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States), Village shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

J: LICENSES. The Consultant must, by the Effective Date of this Agreement, possess any licenses required to provide the Statement of Work, and shall maintain same in good standing during the full term of this Agreement.

K: RELATIONSHIP, LIABILITY AND INSURANCE. The relationship of the Consultant to Village shall be that of an independent contracting entity. Nothing herein contained shall be construed as vesting or delegating to the Consultant or its officers, employees, agents, or subconsultants, any rights, interest or status as an employee of the Village. The Village shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Consultant in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Consultant shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims. In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the Village as provided for herein, Consultant agrees to maintain,

throughout the term of this Agreement and for a one-year period thereafter, a general liability insurance policy of a value not less than \$1 million which could be used to satisfy said obligations or liabilities, naming the Village as an additional insured. Consultant shall provide proof of this insurance to the Village Clerk upon request. Due to the nature of the work to be provided, Consultant shall also maintain worker compensation insurance covering its employees in the manner and at the levels required by Florida law. Proof of such insurance will be provided to the Village upon request.

L: NON-ASSIGNABILITY. The Consultant understands that the nature of the services to be provided under this Agreement are highly specialized and the Village will rely heavily on the specific institutional knowledge and experience of the Consultant's staff to be assigned to perform the services. Therefore, Consultant may not assign, transfer, subcontract, or encumber this Agreement, or any right or interest in this Agreement, without the express prior written consent of the Village. In the event Consultant's experienced staff assigned to perform the work no longer work for Consultant, or Consultant ceases to assign such staff to perform the services required in this Agreement, the Village may terminate the Agreement immediately.

M: NO WAIVER: No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the parties shall be cumulative and either party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

N: SCRUTINIZED COMPANIES: Pursuant to Florida Statutes § 287.135, the Consultant is not eligible to enter, or renew, this Agreement if:

1. The Consultant is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
2. The Consultant engages in business operations in Cuba or Syria; or
3. The Consultant is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Consultant acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Consultant shall notify the Village if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in

writing and provided by the Consultant to the Village within ten (10) days of the date of such occurrence.

In the event the Village determines, using credible information available to the public, that the Consultant has submitted a false certification or that Consultant is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Village may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Consultant, pursuant to Florida Statutes § 287.135. In addition, the Village may pursue any and all other legal remedies against the Consultant.

ARTICLE 9: INDEMNIFICATION AND PRESERVATION OF IMMUNITY. Each Party hereby agrees, in accordance with Florida Statutes § 725.08(1), to fully indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney’s fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional, reckless or negligent act or omission of the indemnifying Party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification (“Claimant”) will give the indemnifying Party (“Indemnitor”) prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party’s interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor’s expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Pursuant to Florida Statutes § 725.06(1), the indemnification provided for above shall be limited to the insurance limits set forth in this Agreement. Nothing herein shall be interpreted as a waiver by the Village of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Village expressly reserves these rights to the full extent allowed by law.

ARTICLE 10: OWNERSHIP AND LICENSE OF DOCUMENTS AND INTELLECTUAL PROPERTY; MAINTENANCE OF RECORDS.

- a. All records, documents, drawings, notes, tracings, plans, computer aided design (CAD) files, specifications, maps, models, presentations, evaluations, reports and other technical data, and schematics prepared or developed by or for Consultant, or otherwise provided to the Village, pursuant to this Agreement shall be Project Documents. To the extent they have any such rights, Consultant and its consultants shall retain all common law, statutory and other reserved rights, including copyrights, in the Project Documents.

- b. Consultant shall grant, and hereby does grant, the Village an unlimited, non-exclusive, worldwide, irrevocable, perpetual, fully-paid-up, license to reproduce, create derivatives of, distribute, perform, publish and otherwise use all Project Documents in which the Consultant has or may have any rights (i) as reasonably necessary for archival, safety, and disaster recovery purposes, (ii) for submission or distribution, as the Village reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project, and (iii) for constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying, and otherwise using the Project.
- c. Consultant shall obtain from each of Consultant's consultants, subconsultants, contractors, subcontractors, and representatives (jointly Consultant's Consultants) either an assignment from the Consultant to the Village of all common law, statutory and other reserved rights, including copyrights and performance rights, in and to all Project Documents in which the Consultant has or may have such rights, or an unlimited, worldwide, perpetual, irrevocable, fully-paid-up license running from Consultant's Consultant to the Village, granting the Village the right to reproduce, create derivatives of, distribute, and use all Project Documents in which the Consultant's Consultant has or may have any rights (i) as reasonably necessary for archival, safety, and disaster recovery purposes, (ii) for submission or distribution, as the Village reasonably determines is prudent or proper, to meet official regulatory requirements, or for similar purposes, in connection with this Project, and (iii) for constructing, completing, reconstructing, repairing, renovating, altering, adding to, maintaining, occupying and otherwise using the Project.
- d. Consultant shall grant, and hereby does grant the Village an unlimited, worldwide, non-exclusive, irrevocable, perpetual, fully-paid license (i) to design, commission, and create architectural works that are derivatives of or substantially similar to this Project or any architectural work portrayed in any version of any Project Document, and (ii) to use, reproduce, make derivatives of, publish, perform, distribute copies of, and otherwise use any architectural or other works created, authored, or provided by Consultant or Consultant's subconsultants pursuant to this Agreement, for marketing, promotional, advertising, ordinary business, and educational purposes, in any medium.
- e. All licenses granted herein or pursuant to this Agreement are worldwide, perpetual and irrevocable and shall continue even in the event this Agreement is terminated for any reason. In the event of any such termination, Consultant hereby consents to any use of any and all Project Documents by any replacement architects, contractors, engineers or other professionals retained by the Village; provided, however, Consultant shall not be liable for any of the design work performed by such replacement architects, engineers or other professionals and the Village agrees to indemnify and hold Consultant harmless from any such liability.
- f. Consultant, upon reasonable request by the Village, even if such request is made after termination or expiration of this Agreement for any reason, shall take all steps reasonably required by the Village to memorialize, perfect, substantiate, record, or evidence all

licenses, assignments, and rights the Village has, is due, or may have under or pursuant to this Agreement, and shall do so at no additional charge to the Village.

- g. Consultant shall, upon reasonable request by the Village, even if such request is made after termination or expiration of this Agreement for any reason, or upon completion of the Project should no such request be made by the Village, provide to the Village (i) reproducible copies of all Project Documents, (ii) written copies of all licenses and assignments obtained by Consultant from Consultant's Consultants and (iii) a written license from Consultant to the Village. Wherever practical, all such copies of the Project Documents shall be provided in both editable electronic form and in hard paper form. Consultant shall not be responsible for inadvertent errors caused by the electronic transmission of Project Documents, unless it knew or reasonably should have known of such errors and failed to promptly notify the Village in writing. In the event of any discrepancies between any such electronic copies and hard paper copies issued by Consultant, the hard paper copy shall control.
- h. The Village shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein or pursuant to this Agreement to another party without the prior written agreement of the Consultant; provided, however, that the Village may assign, encumber, or sublicense any license granted herein or pursuant to this Agreement to a lender, a tenant of the Project, or a subsequent owner of any portion the Project without Consultant's prior consent. Further, the Village shall be permitted to authorize contractors, engineers, subcontractors, sub-subcontractors, material or equipment suppliers, consultants, agents and architects to reproduce applicable portions of the Project Documents as appropriate to and for use in connection with the completion of the Project or the Village's exercise of any right or license granted herein or pursuant to this Agreement.
- i. Consultant hereby represents and warrants that all Project Documents, architectural works, or other works developed, authored, or provided to the Village pursuant to this Agreement shall be original in the Consultant or the Consultant's subconsultants, in the public domain, or developed, authored or provided pursuant to a valid, enforceable and appropriate license or assignment and shall not infringe any copyright, performance right, trademark, patent or other intellectual property right of any third party. Furthermore, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the Village, its officers, directors, contractors and employees of any of them (collectively "Indemnitees") from and against all costs, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, or resulting from, any claim by any third party asserting that any Project Document, architectural work, or other work developed or authored by Consultant or Consultant's subconsultants, or provided to the Village by Consultant, pursuant to this Agreement infringes any intellectual property right, including without limitation copyright, of any person. This indemnification shall be deemed part of the Project specifications and to fully comply with Florida Statutes § 725.06, as amended. If any word, clause or provision of this section is determined not to be in compliance with Florida Statutes § 725.06, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect. It is the intent of the parties that this indemnification obligation comply fully with Florida Statutes § 725.06 in all respects.

Furthermore, this indemnification is in addition to and not in lieu of any common law indemnification to which any of the Indemnitees are entitled.

- j. Consultant shall keep adequate records and supporting documentation which concern or reflect its Services hereunder. The records and documentation shall be retained by Consultant for a minimum of three (3) years from the date of termination of this Agreement, or such longer period of time as may be required by law, whichever is later. The Village, or any duly authorized agents or representatives of the Village, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period noted above in which the records are to be retained; provided, however, such activity shall be conducted only during normal business hours.
- k. The records specified above include accurate time records, which Consultant agrees to keep and maintain, from day to day, showing the time expended by each principal and employee of Consultant in performing the services and therein specifying the services performed by each, with all such time records to be kept within one-half of an hour. At the request of the Village, Consultant shall furnish to the Village any of the aforesaid time records, as well as invoices or proofs showing Consultant's incurrence and/or payment of any reimbursable expenses.

ARTICLE 11: APPLICABLE LAW, VENUE. The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Florida. Venue for any action or proceeding to enforce or interpret the terms of this Agreement shall be brought in Lee County, Florida. Venue for any federal court action shall be in the Ft. Myers Division of the United States District Court for the Middle District of Florida.

ARTICLE 12: ATTORNEYS' FEES. In any civil, administrative, bankruptcy, or other proceeding concerning this Agreement, each Party shall pay all their own costs, attorneys' fees and expenses, including all costs, fees, and expenses incurred in any administrative hearing, trial, appeal, and mediation, notwithstanding the outcome of those proceedings. Each Party hereby waives any award of attorney fees it might otherwise recover as the prevailing Party in such proceedings. **IN ADDITION, THE PARTIES EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION INVOLVING THIS AGREEMENT.**

ARTICLE 13: AMENDMENTS. This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.

ARTICLE 14: HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 15: SEVERABILITY. In the event that any term of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining terms thereof, nor shall it result in the failure of the Agreement unless the court finds that the remainder of the Agreement cannot be enforced absent the stricken term.

ARTICLE 16: NO THIRD-PARTY BENEFICIARY. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and the Parties confirm that in entering this Agreement, they do not intend for it to benefit any other third party.

ARTICLE 17: AUTHORITY TO EXECUTE. Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party's representative executing same is authorized to do so on behalf of the Party.

The Parties hereto have caused this Agreement to be duly executed by their authorized representatives.

Johnson Engineering, Inc.

Village of Estero

By: _____
Michael Dickey, P.E.
Vice President/Chairperson

By: _____
Steve Sarkozy, Village Manager

Exhibit "A" Statement of Work

The following Scope of Services applies to this Agreement:

Consultant shall provide services for the Village for a Village-Wide Traffic Study Update. The analysis, report, and traffic count locations are described below.

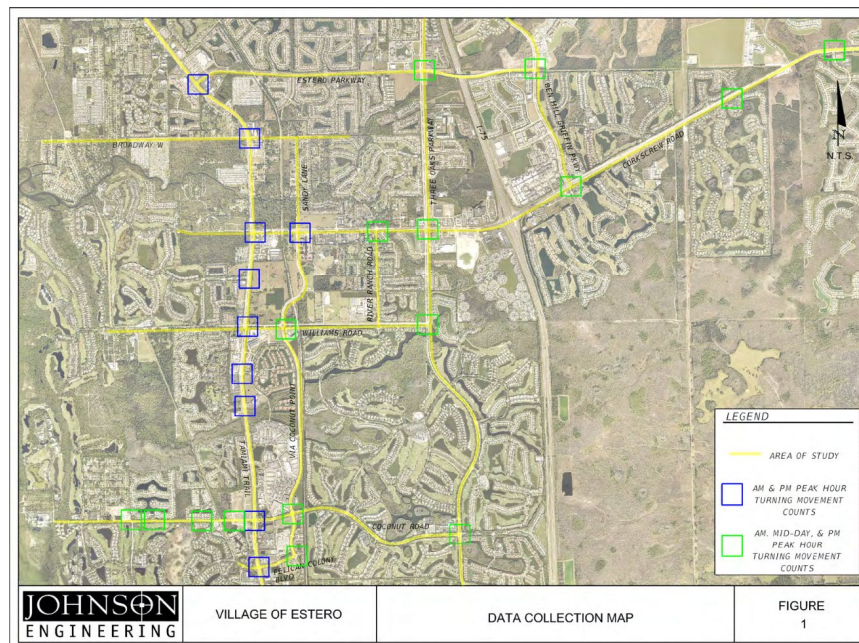
Task 1. Research

The CONSULTANT shall review the previously collected traffic data within the Village of Estero and surrounding areas that was collected by the Village of Estero, Lee County, and Florida Department of Transportation. The CONSULTANT shall obtain and review accident reports within the area of study.

The CONSULTANT shall obtain and review available prior reports and documents as it relates to Village of Estero traffic and future surrounding area build-out, including the Lee County Long Range Transportation Plan (LRTP). Potential future development within and surrounding the Village of Estero area, including but not limited to, east Corkscrew Road, areas along Coconut Road outside of the Village of Estero limits, and the undeveloped parcels within the Village of Estero should also be reviewed and evaluated accordingly.

Task 2. Data Collection

The CONSULTANT shall create an area of study map and data collection map and collect existing traffic data within the Village of Estero as described below and shown in **Figure 1** below:



This scope assumes that all traffic data collection will occur from February 2024 through April 2024.

The CONSULTANT shall perform seven (7) day 24-hour bi-directional traffic volume counts along the following roadways:

- U.S. 41
- Sandy Lane
- Via Coconut Point
- River Ranch Road
- Three Oaks Parkway
- Ben Hill Griffin Parkway
- Estero Parkway
- Broadway Avenue
- Corkscrew Road
- Williams Road
- Coconut Road
- Pelican Colony Boulevard

The CONSULTANT shall perform one (1) day 2-hour, A.M. and P.M. peak hour vehicle, pedestrian, and bicycle turning movement counts at the following eleven (11) locations:

- U.S. 41 and Estero Parkway
- U.S. 41 and Broadway Avenue
- U.S. 41 and Corkscrew Road
- U.S. 41 and Commons Way
- U.S. 41 and Williams Road
- U.S. 41 and Coconut Road
- U.S. 41 and Pelican Colony Boulevard
- Via Coconut Point and Corkscrew Road
- U.S. 41 and Pelican Sound Drive
- U.S. 41 and Via Rapallo Drive
- U.S. 41 and Fountain Lakes Boulevard

The CONSULTANT shall perform one (1) day 2-hour, A.M., midday, and P.M. peak hour turning movement counts at the following nineteen (19) locations:

- Via Coconut Point and Williams Road
- Via Coconut Point and Coconut Road
- Via Coconut Point and Pelican Colony Boulevard
- Coconut Road and Olde Meadowbrook Boulevard
- Coconut Road and Coconut Shores Drive
- Coconut Road and Walden Center Drive
- Three Oaks Parkway and Estero Parkway

- Three Oaks Parkway and Corkscrew Road
- Three Oaks Parkway and Williams Road
- Three Oaks Parkway and Coconut Road
- Ben Hill Griffin Parkway and Estero Parkway
- Ben Hill Griffin Parkway and Everblades Parkway
- Ben Hill Griffin Parkway and Corkscrew Road
- Corkscrew Road and River Ranch Road
- Corkscrew Road and Wildcat Run Road
- Corkscrew Road and Cypress Shadows Boulevard
- Coconut Road and Spring Creek Road
- Coconut Road and N. Commons Drive
- Ben Hill Griffin Parkway and Tidewater Key Boulevard

Task 3. Synchro Modeling

The CONSULTANT shall create a Village-wide traffic model of the collected intersections using the latest version of Synchro to analyze the existing and future traffic conditions throughout the Village of Estero at each intersection location collected in Task 2. This model will analyze each intersection during the A.M., midday, and P.M. peak hours as applicable.

Task 4. Roadway Analysis

The CONSULTANT shall analyze the collected roadway segments in Task 2 for existing and future conditions. The analysis will include evaluating the existing and future roadway capacities as well as safety for vehicles, bicycles, and pedestrians. This analysis shall take into account the data obtained in Tasks 1-3 along with any resulting information from public meetings.

Task 5. Intersection Analysis

The CONSULTANT shall analyze collected roadway intersections from Task 2 for existing and future conditions based on the Synchro modeling in Task 3. This analysis will review the overall level of service and delays as well as planned improvements for the existing and future conditions. Additional intersections that will be reviewed for overall geometry, planned improvements, and overall safety for vehicles, bikes, and pedestrians include the following:

- US 41 - Marsh Landing
- Estero Parkway - Calades Dr
- Estero Parkway - Cascades Isle Blvd
- Estero Parkway - Cypress View Dr.
- Ben Hill Griffin - Tidewater Key Blvd.
- Corkscrew Rd - Stoneybrook Golf Dr.
- Corkscrew Rd - Bella Terra
- Corkscrew Rd - Estero Crossing Blvd.
- River Ranch Rd - Williams Rd

- Estero Parkway - Osprey Cove Blvd

Task 6. Agency Coordination and Public Involvement

The CONSULTANT shall coordinate with Lee County, City of Bonita Springs, and the Florida Department of Transportation at the start of the project to obtain any relevant studies, models, future roadway projects, and development approvals that could impact traffic on roadways within the Village of Estero. The CONSULTANT will also coordinate with each agency during the project to provide updates and gain additional input. The CONSULTANT shall prepare for and attend up to two (2) public meetings and three (3) Council meetings. Council meetings will occur one (1) at the start of the project, one (1) mid-way through the project, and one (1) at the end of the project.

The CONSULTANT shall prepare for and attend meetings and conference calls with the Village of Estero as required during the project process.

Task 7. Report

The CONSULTANT shall prepare a final report consistent with the previous Village of Estero Area Wide Traffic Study which shall contain the following:

- Executive Summary
- Introduction and Background
- Research Summary
- Data Collection Summary
- Existing Roadway Conditions Analysis
- Future Roadway Conditions Analysis
- Existing Intersection Conditions Analysis
- Future Intersection Conditions Analysis
- Existing and Planned Bicycle and Pedestrian Improvements Analysis
- Summary and Recommendations

The following tasks are not included and, if deemed necessary by the Village, will be in addition to this scope of services:

- Florida Standard Urban Transportation Modeling System (FSUTMS) Modeling
- Design Services & Permitting Services
- Topographic Survey Services

PROJECT SCHEDULE

Task 1. Data Collection through April 26, 2024.

Task 2. Report and Project Coordination completed 180 days from conclusion of Task 1 Data Collection.

SUPPLEMENTAL SCOPE TERMS

Office Accommodations; Work Resources

Space in Village Hall is limited and the Village expects Consultant to maintain a separate professional office at which the non-field administrative services can be performed. While the Village Clerk's Office will assist Consultant with the compiling, printing and distribution of agenda materials submitted by Consultant, Consultant is expected to own or have access to all the equipment and resources necessary to provide the services, to include computers, internet connections, software, online research resources, professional trade publication subscriptions, and professional association memberships. Consultant shall take all reasonable measures to ensure that the computers and software used to provide the Village with the services are updated and secure from transmission of computer viruses or other malware.

Exhibit "B"
Compensation and Payments

The fees paid to Consultant will be on a Not to Exceed basis. Not to Exceed rates are according to the Consultant's Hourly Rates set forth above, and the Task Not to Exceed amounts are as follows:

TASK	ITEM	AMOUNT	FEE TYPE
1	RESEARCH	\$11,032.00	NTE
2	DATA COLLECTION	\$76,448.00	NTE
3	SYNCHRO MODELING	\$38,368.00	NTE
4	ROADWAY ANALYSIS	\$15,880.00	NTE
5	INTERSECTION ANALYSIS	\$23,600.00	NTE
6	AGENCY COORDINATION AND PUBLIC INVOLVEMENT	\$23,408.00	NTE
7	REPORT	\$60,744.00	NTE
PROJECT TOTAL		\$249,480.00	NTE

INVOICE AND PAYMENT TERMS:

Unless otherwise provided above, all payment requests shall be invoiced at the beginning of each month and paid after the completion of each month's services, or within thirty (30) days of Village's receipt of such invoice, whichever shall be sooner unless otherwise agreed by the Parties. Consultant shall not invoice more frequently than once a month for each calendar month for which services are provided.

Invoices shall describe with sufficient detail the tasks performed during the billing period, the professional(s) who performed the work, and the billing hours required to perform the task.

The Village Public Works Director or designee will review all invoices for completeness. In the event an invoice is found to be incomplete, or should any other question or dispute arise, same shall be processed using the procedures and timelines set forth in the Florida Local Government Prompt Payment Act, Part VII of Florida Statutes Chapter 218.



**PROFESSIONAL SERVICES
HOURLY RATE SCHEDULE
September 6, 2023**

Professional

9	\$330
8	\$270
7	\$248
6	\$220
5	\$193
4	\$176
3	\$165
2	\$138
1	\$127

Technician

6	\$182
5	\$154
4	\$132
3	\$110
2	\$88
1	\$77

Administrative

3	\$105
2	\$94
1	\$77

Field Crew

4-Person	\$270
3-Person	\$231
2-Person	\$182

Field Equipment

Field Equipment on Separate Schedule

Expert Witness \$440

**Reimbursable Expenses
and Sub-Consultants** Cost + 10%

**Construction Engineering and Inspection
(CEI Services)**

CEI Services Manager	\$204
CEI Senior Project Administrator	\$182
CEI Project Administrator	\$165
Contract Support Specialist	\$138
Senior Inspector	\$127
CEI Inspector III	\$116
CEI Inspector II	\$105
CEI Inspector I	\$94
Compliance Specialist	\$105
CEI Inspector's Aide	\$77

Exhibit "C"
Village's Solicitation and any Addenda

RFQ No.: RFQ 2023-05

PROJECT NO.: RFQ 2023-05

DUE DATE: August 10, 2023

AND TIME: 2:00 PM

LOCATION: Estero Village Hall
9401 Corkscrew Palms Circle
Estero, FL 33928

Please submit your response electronically to me via email at the following address:
franceschini@estero-fl.gov

REQUEST FOR QUALIFICATIONS

TITLE:
VILLAGE-WIDE TRAFFIC STUDY UPDATE
Advertised Date: July 18, 2023

REQUESTER: VILLAGE OF ESTERO, FLORIDA

ADDRESS
9401 CORKSCREW PALMS CIRCLE #101
ESTERO, FL 33928

VILLAGE CONTACT:
BOB FRANCESCHINI, C.P.M., CPPB
PHONE NO.: 239-319-2821
EMAIL: franceschini@estero-fl.gov

INSTRUCTIONS TO RESPONDENTS

Sealed Responses will be received by the VILLAGE OF ESTERO, until the time and date specified on the cover sheet of this “Request for Qualifications” and opened immediately thereafter by the Village Manager or designee.

Any questions regarding this solicitation should be directed to the Village Contact listed on the cover page of this solicitation, or by calling the Village of Estero Administration at (239) 221-5035.

1. SUBMISSION OF QUALIFICATIONS:

- a. Qualifications Packages must be emailed in a PDF format with a cover sheet which includes the following information:
 1. The words “Sealed Qualifications”.
 2. Name of the firm submitting the Qualifications.
 3. Title.
 4. RFQ Number.
 5. RFQ Due Date.
 6. Contact e-mail and telephone number.
- b. The qualifications must be submitted electronically as follows:
 1. The Village’s Forms completed and signed, and where applicable, corporate and/or notary seals attached. (Mark as “Original”.)
 2. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your response (i.e., required submittals, literature, technical data, financial statements).
 3. Warranties and guarantees against defective materials and workmanship (if applicable).
 4. Provide all submission documents (do not lock any files) – as one single Adobe PDF file. Please limit the color and number of images to avoid unmanageable file sizes. Attach the file to your email response; in a size that is easily forwarded via email.
- c. **RESPONSES RECEIVED LATE:** The delivery of a Qualifications package to Village of Estero prior to or on the time and date as stated is solely and strictly the responsibility of the Consultant. Village of Estero shall not be responsible for delays caused by the E-mail System(s), United States Postal Service, Overnight Express Mail Services, or for delays caused by any other occurrence. The Village expressly reserves the sole and exclusive right to accept or reject late Qualifications when the lateness is due to matters beyond the control of any third party delivery service. Late Qualifications may be returned to the Consultant with the notation: “This Qualifications Package was received after the specified deadline time”. All references to date and time herein reference Estero, FL local time.
- d. **VILLAGE RESERVES THE RIGHT:** The Village reserves the right to exercise its discretion, to waive minor informalities in any response; to reject any or all responses with or without cause; or to accept the response that in its judgment will be in the best interest of the Village. Further, the Village, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this solicitation, whether through size, complexity, or dollar value.

- e. EXECUTION OF SOLICITATION: All responses must contain the signature of an authorized representative of the vendor in the space provided on the anti-collusion page. All responses shall be typed or printed in ink. Do not use erasable ink. All corrections made to the response shall be initialed.
- f. CALCULATION ERRORS: In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All responses will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.
- g. ADDITIONS/REVISIONS/DELETIONS: Additions, revisions or deletions to the general conditions, specifications that change the intent of the solicitation may cause the solicitation to be non-responsive and the response may not be considered. The Village Manager shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

2. ACCEPTANCE & SHIPPING

The materials and/or services delivered under the solicitation shall remain the property of the Proposer until a physical inspection and actual usage of these materials or services is accepted by the Village and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials or services provided to the Village are found to be defective or do not conform to specifications, the Village reserves the right to obtain the services of another Proposer.

Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the Proposer unless otherwise agreed upon in writing prior to service. It shall be the Proposer's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O.B. Destination.

3. GENERAL INFORMATION

Only submissions received from responsive and responsible firms will be considered. The Village reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the firm to perform. Any entity that will have access to Village facilities or property may be required to be screened to a level that may include, but is not limited to; fingerprints, statewide criminal background checks. Costs for such screening will be the responsibility of the awarded respondent.

Submissions may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the firm to assure good faith performance. All respondents will also be evaluated on their past performance and prior dealings with the Village (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) with poor or unacceptable past performance may result in disqualification.

4. RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES

Proposers shall observe and obey all laws, ordinances, rules and regulations of the federal, state, and local government which may be applicable. Violations are grounds for unilateral termination of the awarded agreement.

Any involvement with the Village of Estero shall be in accordance with but not limited to:

- a. Authorized to transact business and properly licensed in the State of Florida at the time of response submittal. Copies of all necessary permits or licenses must be provided with response submittal.
- b. Compliance with Federal Occupational Safety and Health Administration standards and regulations.
- c. Compliance with any applicable Environmental Protection Agency regulations.
- d. Chapter 112, Part III, Code of Ethics, Florida Statutes, regarding public officers and employees, as well as, conflict of interest and business relationship disclosure requirements.
- e. Chapter 119, Florida Statutes, Public Records.
- f. Chapter 215, Florida Statutes, regarding scrutinized companies and business operations.
- g. Chapter 255, Florida Statutes, regarding the construction of public facilities.
- h. Compliance, if applicable, with the Consultant's Competitive Negotiation Act; Section 287.055, Florida Statutes.
- i. Chapter 287, Florida Statutes, regarding the procurement of personal property and services.

5. VILLAGE OF ESTERO PAYMENT PROCEDURES

All Proposers are requested to email invoices to: accountspayable@estero-fl.gov

Should you prefer to mail your invoice, please send it to the following address:

Village of Estero
9401 Corkscrew Palms Circle #101
Estero, FL 33928

All invoices will be paid as directed by the Village payment procedure and in accordance with the Local Government Prompt Payment Act unless otherwise differently stated in the detailed specification portion of this project.

Village will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, or proposer for the preparation of these specifications.

Village of Estero is generally a tax-exempt entity. Village will only pay those taxes for which it is obligated, and will provide a Certificate of Exemption furnished by the Department of Revenue. All respondents should include in their response all sales or use taxes which they will pay when making purchases of material or subcontractor's services.

6. WAIVER OF CLAIMS

Once this contract expires, or final payment has been requested and made, the awarded proposer shall have no more than **30 calendar days** to present or file any claims against the Village concerning this contract. After that period, the Village will consider the proposer to have waived any right to claims against the Village concerning this agreement.

7. AUTHORITY TO PIGGYBACK

It is hereby made a precondition of any response and a part of these specifications that the submission of any document in response to this request constitutes a response made under the same conditions, for the same price, and for the same effective period as this response, to any other governmental entity. The Village of Estero will not be financially responsible for the purchases of other entities from this solicitation.

8. ANTI-DISCRIMINATION

In accordance with the provisions of Title VI of the Civil Rights Act of 1964, it is expressly understood that minority business enterprises will be afforded full opportunity to submit responses and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Furthermore, the Village has the right to terminate any awarded contract upon receipt of evidence of discrimination and hereby notifies all potential respondents that it will affirmatively ensure that any and all respondents must comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. All respondents in accepting an award under this solicitation for itself, its successors in interest and assignees, including subcontractors and subcontractors, covenant and agree to comply with the anti-discrimination provisions of this solicitation.

Village may require any awarded respondent to submit reports as may be necessary to indicate non-discrimination. Village officials will be permitted access to vendor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws. Awarded respondents must post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (viewable at the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

9. TIEBREAKER

Except as provided by paragraph 8 above whenever two or more responses, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, from responsive and responsible proposers, the award or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.

If an award or negotiation is unsuccessful with the initial proposer, award or negotiations may commence with the next lowest proposer, utilizing the tiebreaker steps above to make the determination of the next lowest proposer where the next lowest proposer would similarly be equal.

10. AUDITABLE RECORDS

The selected Proposer will maintain all records directly pertaining to or connected with the services under this solicitation which must be readily available and accessible at respondent's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, and to other persons in accordance with Florida's public records laws.

Proposer will fully cooperate with all public records requests by providing the necessary records to the Village promptly upon notice unless the records are exempt. Failure by a Proposer to promptly respond to notices requesting records constitutes grounds for unilateral cancellation by the Village at any time, without recourse. Records may be provided in the form or format in which they are kept including electronic files. Proposer's right to claim an exemption from disclosure shall not be deemed failure to comply with this article.

Additionally, Proposer will maintain auditable records concerning this solicitation adequate to account for all receipts and expenditures, and to document compliance with the procurement specifications. These records must be kept in accordance with generally accepted accounting methods, and Village reserves the right to determine the record-keeping method required in the event of non-conformity.

All records must be maintained for five (5) years after the expiration of any contract hereunder or final payment has been requested and made, whichever occurs last. Proposer will require all subcontractors to comply with the provisions of this section. If the records are unavailable locally, it shall be the Proposer's responsibility to ensure that all required records are provided at the Proposer's expense all costs in accessing records maintained out of the county. The direct costs of copying records will be borne by the requesting party.

It is understood and agreed that all records and data prepared or obtained by the Proposer in connection with its services hereunder, including all documents bearing the professional seal of the successful respondent, shall be delivered to and become the property of the Village prior to final payment. This includes any electronic versions such as CAD or other computer aided drafting programs.

11. TERMINATION

Any agreement as a result of this solicitation may be terminated by either party giving thirty (30) calendar days advance written notice. The Village reserves the right to accept or not accept a termination notice submitted by the proposer, and no such termination notice submitted by the proposer shall become effective unless and until the vendor is notified in writing by the Village of its acceptance.

The Village Manager may immediately terminate any agreement as a result of this solicitation for emergency purposes.

12. CONFIDENTIALITY

All submissions are subject to public disclosure and will not be afforded confidentiality, unless exempt as provided by Florida Statutes.

If information is submitted with a response that is deemed “Confidential” the respondent must stamp those pages of the response that are considered confidential. The respondent must provide documentation as to validate why these documents should be declared confidential in accordance with Florida’s public record laws.

The Village will not reveal engineering estimates or budget amounts for a project unless required by grant funding or until required by Section 337.168, Florida Statutes.

13. ANTI-LOBBYING CLAUSE

All respondents are hereby placed on formal notice that the Village Council, candidates for Village Council, employees of the Village of Estero Government, or any members of any evaluation review committees established for this solicitation are not to be lobbied, either individually or collectively, concerning this solicitation. Respondents and their agents who intend to submit Letters of Interest, qualifications, or have submitted responses for this solicitation are further placed on *formal notice* that they are *not* to contact the aforementioned for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled. Any such lobbying activities may cause immediate disqualification for this project. This prohibition begins with the issuance of any solicitation and ends upon issuance of a Notice to Proceed or when the solicitation has been canceled.

14. INSURANCE

A certificate of insurance as required by the solicitation documents should be in the response to this RFQ.

15. INQUIRIES AND ADDENDUMS

Each respondent must examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be made in writing, submitted at least eight (8) calendar days prior to the date when the response is due.

Responses and other clarifications will be in the form of an Addendum posted on www.estero-fl.gov. It is solely the firm’s responsibility to check the website for information. No notifications will be sent by the Village.

All addenda shall become part of the solicitation and Contract Documents.

The Village shall not be responsible for oral interpretations given by any Village employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the Village is the only official method whereby interpretation, clarification or additional information can be given.

16. SUBCONTRACTORS AND SUBCONSULTANTS

No principal respondent to this solicitation may also be listed as a subcontractor or subconsultants to another firm submitting a response under this same solicitation. Should this occur, all responses from the involved firms will be considered non-compliant and rejected for award. Subcontractors or subconsultants may be listed on multiple responses for the same solicitation, however, the use of subs under this solicitation is not allowed without prior written authorization from the Village.

17. WITHDRAWAL OF QUALIFICATIONS

A respondent may withdraw any submission at any time prior to the opening of the solicitation.

Requests to withdraw must be made in writing to the Village Manager who will approve or disapprove the request.

After submissions are opened, but prior to award of any contract, the Village Manager may allow the withdrawal only if the Village Manager finds evidence that at least one of the following circumstances were met: (1) the respondent acted in good faith in submitting their qualifications. (2) the mistake in the response preparation is of such a magnitude that to enforce compliance would cause a severe hardship on the respondent. (3) the mistake was not the result of gross negligence by the respondent, and (4) the mistake was found and communicated to the Village prior to the Village having formally made a formal award. Notwithstanding the foregoing, a response may be withdrawn for a period of 180 calendar days after the scheduled time for opening of the solicitation, if an award has not been made.

18. MATERIAL SAFETY DATA SHEETS (MSDS) – IF APPLICABLE

In accordance with Chapter 443 of the Florida Statutes it is the vendor's responsibility to provide the Village with Material Safety Data Sheets (MSDS) on bid materials, as may apply to this procurement.

19. PRE-BID CONFERENCE

A pre-bid conference may be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective proposers are encouraged to obtain and review the solicitation documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the Village Contact noted on the first page of the proposal document. A formal response will be provided in the form of an addendum. A site visit may follow the pre-bid conference, as applicable.

There are two types of pre-bid conferences:

Non-Mandatory. Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective proposers participate.

Mandatory. Failure to attend a mandatory pre-bid conference will result in the proposal being considered non-responsive.

20. QUALITY GUARANTEE/WARRANTY

Proposer will guarantee their work without disclaimers, unless specifically approved the by Village, for a minimum of twelve (12) months from the date of final completion.

Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion or acceptance for equipment.

Unless otherwise specifically provided in the specifications, any equipment must be similarly warrantied for twelve (12) months, shipping, parts, and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the Village.

If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers, or distributors of such products or the specifications listed, the vendor shall pick up the product from the Village at no expense to the Village. The Village reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund to the Village any money which has been paid for same.

21. NEGOTIATED ITEMS

Any item not outlined in the Request for Qualifications may be subject to negotiations between the Village and the successful Respondent.

After award of this solicitation the Village reserves the right to add or delete items or services at prices to be negotiated at the time of addition or deletion.

At contract renewal time(s) or in the event of significant industry wide market changes, the Village may negotiate justified adjustments such as price or terms, if in its sole judgement, the Village considers such adjustments to be in its best interest.

22. AGREEMENT FORTHCOMING

The awarded Respondent will be issued a Notice to Proceed as the final determination of award, in the event additional terms or agreements are not required the terms of this solicitation shall form the full and complete basis of the agreement between the Village and the successful Respondent.

23. MISCELLANEOUS

- a. No amount of work is guaranteed upon award or contract.
- b. Award or contract does not entitle any Respondent to exclusive rights to Village contracts.
- c. Vehicle travel mileage is considered incidental to the work and not an extra expense. Similarly, man-hours spent in travel time to and from work or the job site(s), are not compensable.
- d. Village reserves the right to add or delete, at any time, any or all items or services associated with this solicitation, utilize other responsive Respondents or in-house resources.

- e. Florida law shall govern this solicitation and the Contract Documents with venue for any action brought under this solicitation or the Project being in Lee County, Florida.

End of Terms & Conditions Section

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the Village's standard Terms and Conditions or the Scope of Work.

SELECTION PROCESS

The Selection Committee shall make a recommendation to the Village of Estero Council. In the event the Council would like further deliberation, one or more respondent(s) may be required to provide presentation(s) to the Council. Respondents should be prepared to make presentations in front of the Council upon request as well as to answer questions posed by the Council related to their RFQ submission. The final choice of firm(s) will be at the sole discretion of the Village of Estero Council.

SUB-CONTRACTORS

The use of sub-contractors under this solicitation is not allowed without prior written authorization from the Village representative.

End of Special Conditions

VILLAGE OF ESTERO, FLORIDA
PROPOSAL QUOTE FORM
FOR
VILLAGE-WIDE TRAFFIC STUDY UPDATE

DATE SUBMITTED: _____

VENDOR NAME: _____

TO: The Village of Estero
Estero, Florida

Having carefully examined the “General Provisions”, and the “Special Provisions”, all of which are contained in the Contract Documents, the Undersigned proposes to furnish the following which meets these specifications:

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE VILLAGE OF ESTERO WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE VILLAGE WILL POST ADDENDA TO THIS WEB PAGE BUT WILL NOT NOTIFY.

The undersigned acknowledges receipt of Addenda numbers: _____

TO BE STARTED IMMEDIATELY AFTER RECEIPT OF NOTICE TO PROCEED.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED VENDOR HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS RESPONSE WITH OTHER VENDORS AND HAS NOT COLLUDED WITH ANY OTHER VENDOR OR PARTIES TO A RESPONSE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS.

FIRM NAME _____

BY (Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE NO.: _____

E-MAIL ADDRESS: _____

VILLAGE OF ESTERO, FLORIDA
REQUEST FOR QUALIFICATIONS
FOR
VILLAGE-WIDE TRAFFIC STUDY UPDATE

SCOPE

The Village of Estero is requesting Qualification Statements to provide the Village all services required to prepare an update to the Village-Wide Traffic Study.

The purpose of the study is to evaluate existing and future traffic conditions throughout the Village of Estero.

This study will identify existing and future traffic issues and provide recommended solutions to improve traffic flow and safety. Traffic safety will include vehicles, bicycle, and pedestrian safety.

The study will include all arterial and collector roadways in Estero as well as key intersections. Following is a list of roadways that will be included within the study.

Roadways:

- US 41
- Sandy Lane
- Via Coconut Point
- River Ranch Road
- Three Oaks Parkway
- Ben Hill Griffin Parkway
- Estero Parkway
- Broadway Ave
- Corkscrew Road
- Williams Road
- Coconut Road
- Pelican Colony Blvd

Intersections:

- US 41-Estero Parkway
- US 41-Broadway Ave
- US 41-Corkscrew Road
- US 41-Commons Way
- US 41-Williams Road
- US 41-Coconut Road
- US 41-Pelican Colony Blvd.
- Via Coconut Point-Corkscrew Road
- Via Coconut Point-Williams Road
- Via Coconut Point-Coconut Road
- Via Coconut Point-Pelican Colony Blvd
- Coconut Road-Olde Meadowbrook Blvd.
- Coconut Road-Coconut Shores Dr.
- Coconut Road-Walden Center Drive
- Three Oaks Parkway-Estero Parkway

- Three Oaks Parkway-Corkscrew Road
- Three Oaks Parkway-Williams Road
- Three Oaks Parkway-Coconut Road
- Ben Hill Griffin Parkway-Estero Parkway
- Ben Hill Griffin Parkway-Everblades Parkway
- Ben Hill Griffin Parkway-Corkscrew Road
- Corkscrew Road-River Ranch Road
- Corkscrew Road-Wildcat Run Rd
- Corkscrew Road-Cypress Shadows Blvd.

The selected firm is expected to provide the following services. Note, this preliminary list of services is not exhaustive, and the final scope is expected to be completed with input from the selected firm.

Task 1 – Research

Identify and obtain existing traffic and land use information in and around the Village of Estero.

Task 2 – Traffic Counts

Obtain traffic counts required to supplement traffic counts already obtained by the Village, County, City, and State, that are required to complete the study.

Task 3 – Traffic Model

Create/update existing and future traffic models using additional information obtained as part of this project.

Task 4 – Roadway Analysis

Analyze roadway segments for existing and future conditions. The analysis will include roadway capacity as well as safety for vehicles, bicycles, and pedestrians.

Task 5 – Intersection Analysis

Analyze roadway intersection for existing and future conditions. The analysis will include roadway capacity as well as safety for vehicles, bicycles, and pedestrians.

Task 6 – Agency Coordination

Coordination with Lee County, City of Bonita Springs and the Florida Department of Transportation will be critical for the success of this project. The consultant will coordinate with each agency at the start of the project to obtain any relevant studies, models, future roadway projects, and development approvals that could impact traffic on roadways in Estero. Consultant will also coordinate with each agency during the project to provide updates and gain additional input.

Task 7 – Report

Consultant will prepare a report that summarizes the work completed at part of this project. The report will identify existing and future traffic issues in Estero and provide recommendation to improve each issue.

DELIVERABLES

The consultant will prepare the traffic study in a format and timeframe agreed upon by the Village.

VILLAGE BACKGROUND INFORMATION

Estero is located on the southwest Florida coast, in Lee County. Incorporated on December 31, 2014, the first Village Council was elected and took office on March 17, 2015. The Village, with a population of 30,500 full-time residents, prides itself on its interested and involved citizens. The peak population (including seasonal residents) is over 46,000 and is expected to grow to over 73,000 by 2035. The demographic profile is older with a median age of 61. However, there is a growing population of school-aged children as well.

The Village operates under the “Government-Lite” approach to governing; the goal of which is to deliver high quality government at an affordable rate. Thus far, this goal has manifested itself through the reduction of taxes (four consecutive years, with a constant rate held for FY 20-21) and the development of a substantial operating reserve (now at 12 months of operating reserves).

Located within the Village are 38 gated residential communities, two large regional lifestyle centers (Coconut Point and Miromar), Hertz Arena, Hertz Corporate headquarters, a State park and a large community park.

The Village has thousands of acres of public and private natural areas that are protected as State parks, public lands or private preserve areas. These areas offer tremendous ecological, environmental, recreational and community benefits to the Village.

QUALIFICATION AND SELECTION PROCESS

It is understood that this Statement of Qualifications will be used by the Village as the basis to qualify Vendors for further consideration.

This RFQ is issued by the Village to provide potential Firms with information, guidelines and rules to prepare and submit a Statement of Qualifications. The submittal must satisfy all criteria established in this RFQ to qualify for evaluation.

The Village will receive Qualification Statements from potential Vendors in response to the Request for Qualifications included in this RFQ. Please see below for additional detail regarding the content of your Qualification Statement.

SELECTION CRITERIA

RFQ responses will be analyzed. The Village will not use a scoring system in which precise weights are given to the various criteria. See Evaluation Criteria (below) for more details. The Village may interview selected firms and may require selected firm(s) to participate in onsite or web-based interviews/demonstrations.

SUB-CONTRACTORS

The use of sub-contractors under this RFQ is not allowed without prior written authorization from the Village representative.

RFQ EVALUATION CRITERIA

The Village will evaluate responses to RFQ 2023-05 based on the following criteria:

- Firm Qualifications
- Project Manager's Qualifications
- Project Approach

SUBMISSION REQUIREMENTS

Prospective firms are instructed to respond to the RFQ with information as outlined below. Firms are advised to be concise in their responses and attach only relevant information.

All submittals should include:

1. **Company Information.**
Title Page providing the Solicitation # and title; the firm's name; the name, email address, physical address, and telephone number of the primary contact person; and the date of the proposal. The name, address, phone number of the responsible office. Location of the firm's offices where the various aspects of the work will be performed (if not at Village Hall).
2. **Transmittal Letter.**
A transmittal letter signed by an authorized officer of your company that briefly states the proposer's understanding of the work to be done; a statement addressing why the firm believes it is the best qualified to perform the work; and an affirmative indication that the firm and all assigned professional staff possess all licenses, registrations and certifications required to provide the requested services in the State of Florida and Lee County/Village of Estero.
3. **Firm Qualifications.**
A summary of firm qualifications and experience to include a) Proposed organizational structure for the project. b) A summary of your firm's qualifications providing the proposed services. c) A list of government and private clients your firm has on contract through FY 2024 that may create potential conflicts of interest between the Village of Estero and your firm's other clients.
4. **Project Manager's Qualifications.**
A summary of firm qualifications and experience to include a) Proposed organizational structure for the project. b) A summary of your firm's qualifications providing the proposed services. c) A list of government and private clients your firm has on contract through FY 2024 that may create potential conflicts of interest between the Village of Estero and your firm's other clients.
5. **Project Approach.**
Provide a description of your firm's approach to the project. Explain how the project is expected to proceed. Include specific details on how coordination with other agencies will be handled and how you recommend handling public input.

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: _____

Project Name: _____

Please check as appropriate:

_____ I am the sole proprietor/owner. The company is not publicly held.

_____ The company is not publicly held.
The names and addresses of the owners having a greater than 5%
interest is attached.

_____ The company is publicly held.
The names and addresses of the owners having a greater than 5%
interest is attached.

I do hereby certify that to the best of my knowledge and belief certify that the information above and attached is true and correct.

Signed: _____

Vendor

Printed Name _____

Company Name: _____

Date: _____

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: _____ PROJECT NAME: _____

VILLAGE OF ESTERO WILL NOT INTENTIONALLY AWARD VILLAGE CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

VILLAGE OF ESTERO MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY VILLAGE OF ESTERO.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature Title Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____ 20____, by _____ who has produced (Print or Type Name) _____ as identification. (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

VILLAGE OF ESTERO, FLORIDA

MAJOR INSURANCE REQUIREMENTS

WITH PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS)

Minimum Insurance Requirements: *Village of Estero in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The Village reserves the right to request additional documentation regarding insurance provided*

- a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

- d. Errors and Omissions - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

\$1,000,000 combined single limit (CSL) of BI and PD

*The required minimum limit of liability shown in a and b may be provided in the form of “Excess Insurance” or “Commercial Umbrella Policies.” In which case, a “Following Form Endorsement” will be required on the “Excess Insurance Policy” or “Commercial Umbrella Policy.”

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Village Manager for review and approval. The certificate shall provide for the following:

a. The certificate holder shall read as follows:

Village of Estero
9401 Corkscrew Palms Circle #101
Estero, Florida 33928

b. *“Village of Estero, a municipal corporation of the State of Florida, its agents, employees, and public officials”* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

PUBLIC ENTITY CRIME FORM

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

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, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in 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 "affiliate" as defined in Paragraph 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 offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the 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 fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), 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 a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, 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 subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing 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 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 OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 2____.

(NOTARY PUBLIC)

My Commission Expires: _____

Scrutinized Companies Certification

1. This sworn statement is submitted with a bid, proposal, contract, or contract renewal _____
 _____, for _____ **Project or contract**
number] [Project name]

2. This sworn statement is submitted by _____ whose
[Name of entity submitting sworn statement]
 business address is _____.

3. Federal Employer Identification Number (FEIN) is _____ (or
 if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
 statement).

4. My name is _____ and my relationship to the
 above is: **[Please print name of individual signing]**
 _____.

5. Based on information and belief, the certification, which I have marked below, is true in relation to the
 entity submitting this sworn statement as required by §287.135, Florida Statutes.

[] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)

- The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List nor is it engaged in a boycott of Israel.
- The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List or is actively engaged in a boycott of Israel..

[] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for \$1 Million or more)

- The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.
- The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for \$1 Million or more)

- The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
- The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[] Business Operations in Cuba or Syria (bid, proposal or contract renewal for \$1 Million or more)

- The entity submitting this sworn statement does not have business operations in Cuba or Syria.
- The entity submitting this sworn statement does have business operations in Cuba or Syria.

Pursuant to §287.135, Florida Statutes, if the Village determines the entity executing this Certification has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after this certification is executed, any associated contract with the Village may be subsequently terminated by the Village. Similarly, if the Village determines the entity is found to have submitted a false certification, is

later placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations with Cuba or Syria, the Village may terminate any associated contracts with the entity.

Notwithstanding any other contract language to the contrary, the entity executing this Certification expressly assents to the termination provisions included herein as binding upon any contracts between it and the Village.

By the signature(s) below, I, the undersigned, as authorized signatory to commit the certifying entity, attest that the information as provided in this form is truthful and correct at the time of submission.

AFFIANT

Typed Name of AFFIANT

Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was executed before me this _____ day of _____, 20____,
by _____ as _____ of _____,
who personally swore or affirmed
that he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____
as identification.

NOTARY PUBLIC, State of _____

(stamp)

VILLAGE OF ESTERO - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your response package. Please check off each of the following items as the necessary action is completed:

- _____ 1. The Solicitation has been signed and with corporate seal (if applicable).
- _____ 2. The Solicitation prices offered have been reviewed (if applicable).
- _____ 3. The price extensions and totals have been checked (if applicable).
- _____ 4. Substantial and final completion days inserted (if applicable).
- _____ 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- _____ 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- _____ 7. All modifications have been acknowledged in the space provided.
- _____ 8. All addendums issued, if any, have been acknowledged in the space provided.
- _____ 9. Licenses (if applicable) have been inserted.
- _____ 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- _____ 12. The following Forms completed/signed/notarized as required: Vendor Disclosure Form, Affidavit Certification Immigration Laws, Insurance Certificate, Public Entity Crime Form, Trench Safety Form, Bid Bond and/or Certified Check, Scrutinized Companies Certification.
- _____ 13. Any Delivery information required is included.
- _____ 14. The mailing envelope has been addressed to:
 Village of Estero
 9401 Corkscrew Palms Circle #101
 Estero, FL 33928
- _____ 15. The mailing envelope MUST be sealed and marked with:
 Solicitation Number
 Opening Date and/or Receiving Date
- _____ 16. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)
- _____ 17. If submitting a "NO BID" please write Solicitation number here _____
 and check one of the following:
 _____ Do not offer this product _____ Insufficient time to respond.
 _____ Unable to meet specifications (why)
 _____ Unable to meet bond or insurance requirement.
 Other: _____

Company Name and Address:

The Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

(239) 319-2821
www.Estero-fl.gov

September 6, 2023
SUBJECT: ADDENDUM NUMBER: One (1)
REFERENCE: RFQ 2023-05 Traffic Study

The solicitation is re-opened. The Bid Due Date for this is now: **Wednesday, September 20, 2023, at 2:00 p.m.**

Please submit all responses to the following email address: greenville@estero-fl.gov

Any questions or comments may be directed to the Village's Finance Director, Kevin Greenville at greenville@estero-fl.gov or 239-221-5035.

BIDDER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE BIDDING DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Kevin Greenville, CPA
Village of Estero Finance Director

Exhibit "D"
Consultant's Qualifications/Proposal



Qualifications to Provide

Village of Estero

VILLAGE-WIDE TRAFFIC STUDY UPDATE

RFQ 2023-05 | AUGUST 10, 2023

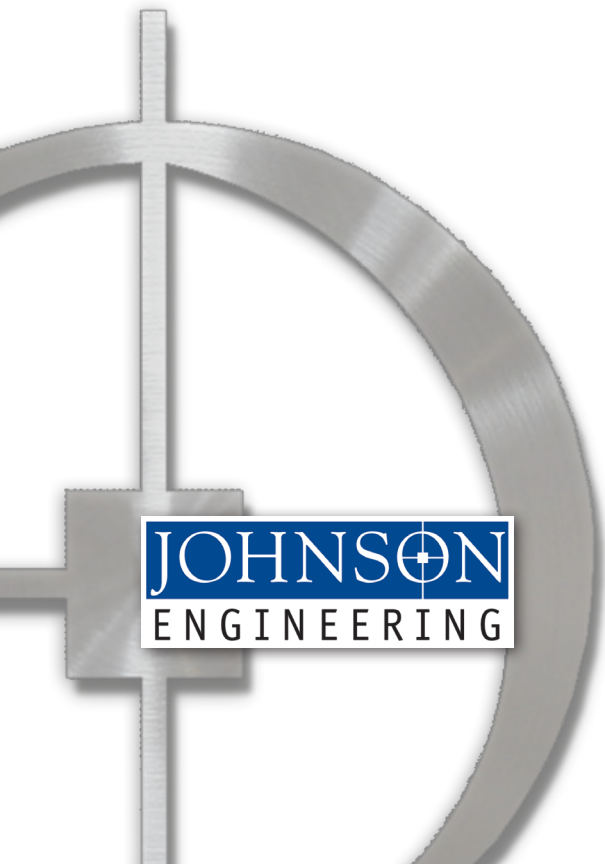


JOHNSON
ENGINEERING



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4. Project Manager's Qualifications	13
5. Project Approach	25
6. Required Forms	





JOHNSON
ENGINEERING

Village-Wide Traffic Study Update

RFQ 2023-05

Josh Hildebrand, PE, PTOE
Johnson Engineering, Inc.
2122 Johnson Street
Fort Myers, FL 33901
(239) 334-0046
jhildebrand@johnsoneng.com

August 10, 2023
2:00 p.m.





COMPANY OVERVIEW

Depth of Experience

Centuries of combined experience has immersed our team of licensed professionals into Florida's geography, giving us a rare perspective into development of the area and an appreciation of the changes.

Full Range of Services

Specialized teams of licensed engineers, land planners, landscape architects, surveyors, ecologists, water resources experts, transportation, and utility designers provide numerous aspects needed to complete your projects.

Long Term Commitment

Our team's average tenure with Johnson Engineering is 13 years. More than half of our employees have been with us for more than 10 years, 20% have been with us for more than 20 years, and an unprecedented 11% have been with us for more than 30 years, showing our team's commitment and dedication.

Local Knowledge

We can provide invaluable historical data and our conveniently located offices allow us to provide prompt service and communication through every step of your project.

Just as Florida has transformed dramatically over the years, so has Johnson Engineering. What started in 1946 as one man surveying Southwest Florida, has developed into a large cohesive team of more than 120 professional civil engineers, ecologists, scientists, geologists, surveyors and mappers, certified land planners, and landscape architects, offering their expertise in a broad spectrum of engineering disciplines.

Johnson Engineering has been helping guide private companies, and city, county, and state governmental institutions through these changes and the challenges they create. Our extensive list of well-known roads, airports, schools, hospitals, resorts, residential communities, shopping centers, and commercial developments show our experience and continued responsibility in developing Florida's communities.

Headquartered in Fort Myers, Florida, the company also has offices in Naples, Port Charlotte, LaBelle, Clewiston, and Lutz.

While Johnson Engineering is focused on growing and evolving to continue serving the needs of Florida, it remains true to its past and the values upon which the company was founded.



OFFICE LOCATIONS

Headquartered in Fort Myers, Florida, we have a total of six offices located throughout Florida. Our Fort Myers corporate office is less than 30 minutes from the Village of Estero.




LUTZ
17900 Hunting Bow Circle, Suite 101
Lutz, FL 33558
(813) 909-8099



PORT CHARLOTTE
17833 Murdock Circle
Port Charlotte, FL 33948
(941) 625-9919



FORT MYERS
2122 Johnson Street
Fort Myers, FL 33901
(239) 334-0046



NAPLES
2350 Stanford Court
Naples, FL 34112
(239) 434-0333



LABELLE
251 West Hickpochee Avenue
LaBelle, FL 33935
(863) 612-0594



CLEWISTON
201 Berner Road #3
Clewiston, FL 33440
(863) 805-0707

IN-HOUSE CAPABILITIES SUMMARY

Our experienced team of professionals include civil engineers, ecologists, scientists, geologists, surveyors and mappers, certified planners, and landscape architects, offering their expertise in a broad spectrum of engineering disciplines. As a multi-discipline consulting firm, permitting with local, state, and federal agencies is something our team excels at. It is a vital component to helping our clients' projects come to fruition.



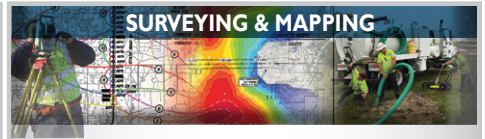
TRANSPORTATION DESIGN

Roadway Design • Signalization Design
Resurfacing, Rehabilitation and Restoration
Street Lighting Design • Traffic Analyses
Roundabout Design • Signalization Design
Corridor Planning • Bicycle, Transit,
and Pedestrian Facilities



CONSTRUCTION ENGINEERING & INSPECTION

Roadway Construction
Bridge Construction
Roadway Resurfacing Rehabilitation Restoration
Major Drainage Structures Construction
Private Development Construction Assistance
Grant Funded Construction Oversight / Compliance



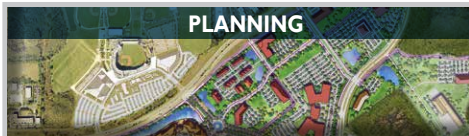
SURVEYING & MAPPING

Subsurface Utility Engineering & Mapping (SUE)
Hydrographic Surveying • Transportation Surveying
Bathymetric Surveying • ALTA Surveys
Boundary Surveys • Construction Layout
Platting • Record Surveys
Sketches and Legal Descriptions



LAND DEVELOPMENT

Project Management / Coordination • Due Diligence
Site Design • Cost Estimation • Permitting
Construction Observation & Administration
Single Family Communities • Multi-Family Residential
Assisted Living • Commercial • Industrial • Medical
Institutional • Educational • Recreational



PLANNING

Feasibility & Assessment Studies • Master Planning &
Urban Design • Neighborhood & Sector Planning
Comprehensive Planning & Zoning • Facility Planning
Corridor Planning • Local Government Planning
Public Engagement • GIS Services
Code Writing Redevelopment Planning



WATER QUALITY STUDIES

Stormwater/Surface Water Quality Studies
Groundwater Quality Studies • Estuarine/Coastal
Water Quality Studies • Subaqueous Sediment
Characterization • TMDL Pollutant Loading
Determination • EPA Section 319 and FDEP SWAG
Assistance • Microbial Source Tracking • Quality
Assurance Project Plan • Non-point Source Evaluation



ECOLOGICAL/ENVIRONMENTAL CONSULTING

Wetland Delineation, Assessments & Permitting
Protected Species Surveys, Permitting & Relocations
Mitigation Design & Monitoring
Marine & Coastal Environmental Services
Airport Wildlife Hazard Services
Drone Services
Geographic Information Systems



STORMWATER MANAGEMENT

Surface Water Master Planning • Surface Water
Retrofit • BMP Selection and Design
Hydrologic, Hydraulic & Water Quality Modeling
Federal, State and Local Surface Water Permitting
Flow & Stage Monitoring • Water Quality Treatment
Special Governments • Filter Marsh Design



GEOGRAPHICAL INFORMATION SYSTEMS

ESRI-based GIS Services • Mobile Online Map
(ArcGIS Online) • Custom Client Online Map Services
Geodatabase Development and Implementation
CAD-GIS-DGN Conversions • High Accuracy GNSS
(GPS) Data Collection • Advanced Modelbuilder
& Python Scripting • LiDAR Derivative Products
Cartographic Visualization • Aerial Photo Processing



WATER SUPPLY

Hydrogeological Investigations
Water Resource Assessments • Water Use, Water
Supply System Permitting • Well & Wellfield Design
Regional Water Supply Planning
Groundwater Modeling • Deep Injection Wells
Alternative Water Supplies Studies



ENVIRONMENTAL ASSESSMENT/PERMITTING

Phase I Environmental Site Assessments (ESAs)
Phase II Environmental Site Assessments (ESAs)
NPDES Compliance Monitoring
Permit Compliance Monitoring and Reporting
Filter Marsh Efficiency Evaluation
Water Use Accounting Method Calibration
BMAP Nutrient Removal Project Assessment



LANDSCAPE ARCHITECTURE

Landscape/Hardscape/Irrigation Design • Conceptual
Design • Commercial Design • Community
Revitalization & Amenity Design • Streetscape Design
Park Design • Visualization & Graphic Design
Construction Documents & Observation
Arboricultural Consulting Services • Plan Review
Services • Community/Institutional/Hospitality Design



UTILITIES

Utility Planning • Subsurface Utility Engineering (SUE)
Data Collection & Analysis • Hydraulic Modeling
Pipeline Design • Pump Station Design,
Evaluation, and Operational Controls
Utility Permitting • Project Management CEI



ELECTRICAL ENGINEERING (EI&C)

Switchgear, Motor Control Centers, and Generators
Power Distribution Equipment • Lighting
Process & Industrial Control
Systems Integration and Commissioning
Electrical Systems Analysis (Short Circuit and
Protective Coordination)
SCADA Architecture, Networking & Telemetry



SPECIAL DISTRICT ASSISTANCE

Stormwater Management • Water Use
Environmental • Planning
Landscape Architecture
Surveying & Mapping • Utilities
Roadway/Traffic Studies
Geographic Information Systems (GIS)
Construction Engineering & Inspection (CEI)

TRANSPORTATION DESIGN

Our transportation group consists of two primary teams; design and construction engineering and inspection (CEI). Working in concert with our other in-house disciplines, the traveling public and the client, our transportation group has enjoyed a successful history of providing comprehensive transportation services.



Roadway Design

Our transportation team of engineers and designers are dedicated exclusively to transportation design and have built an impressive portfolio of roadway design projects over the years. Our team is FDOT prequalified in numerous areas. By providing much of the roadway support services in-house such as survey, drainage, environmental, utilities and construction engineering and inspection (CEI), we are able to provide our clients a complete and comprehensive design effort on every project.

Traffic Analyses

You cannot appropriately design roads without an understanding of the volumes and needs of the traffic they are intended to convey. We provide in-house data collection with pneumatic tube counters placed on the roadways to detect actual volumes, distribution, truck percentage and speeds of existing traffic. Our team can provide a wide range of Traffic Analysis services including: signal and turn lane warrant analyses, volumetric and operational analyses, gap/delay studies, parking capacity analyses, speed studies, and Traffic Impact Studies (TIS) for both rezoning and development purposes.

Roundabout Design

While roundabouts have numerous benefits, the modern roundabout is not a one size fits all solution as it requires more right of way with its larger footprint and has reduced functionality at high traffic volumes. Our team is experienced in the design and development of modern roundabouts, when they should be used and when they shouldn't.

Resurfacing, Rehabilitation and Restoration (3R)

There are many treatment options that must be carefully considered and appropriately applied to make sure we are getting the most out of our roadways and our maintenance funds. Design elements often include existing pavement condition survey, pavement section analyses, milling and resurfacing, cross slope correction, shoulder addition and safety improvements.

Signalization Design

Our design team is adept, and FDOT pre-qualified, in providing signalization design. Proper signalization design must consider vehicular, bicycle and pedestrian traffic. Our team can provide signalization services including new signals, modification of existing signals, incorporation of pedestrian signals, signal timing analysis as well as signal warrant analyses.

Street Lighting Design

Proper illumination of our roadway networks is critical for the safety of the traveling public. Various state requirements set for the minimum illumination criteria to provide sufficient light in a smooth and consistent fashion. With so many lighting options available today it can be challenging to select the best fit for your project. A computerized photometric analysis is performed to assess and determine the best combination of luminaire, pole and arm to provide the appropriate amount of light without additional wasted costs.

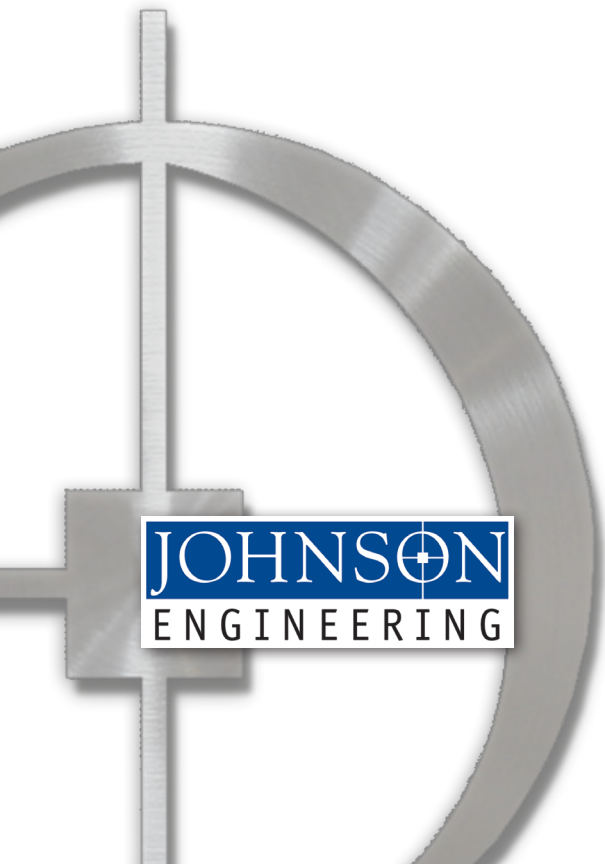
Corridor Planning

Our long history has given us the unique insight that comes only with experience. By remaining mindful of our past, we can better prepare for our future. Our team has considerable experience in corridor planning, route analyses, corridor beautification and enhancement and Complete Street retrofits. Our roadway engineers work closely with our planners, landscape architects and ecologists to provide the mobility options we need in a manner our children can be proud of.

Bicycle, Transit and Pedestrian Facilities

Our transportation design services include a strong emphasis on the design of bicycle, transit, and pedestrian facilities including sidewalks, bus stop boarding & alighting, bike lanes, and multi-use paths. As State and Federal funding are often available for such projects, we are also very familiar with the FTA and FDOT LAP procedures and compliance requirements required for such funding opportunities.





JOHNSON
ENGINEERING



August 10, 2023

Mr. Bob Franceschini
Village of Estero, Procurement Manager
9401 Corkscrew Palms Circle
Estero, FL 33928

Re: Village of Estero, Village-Wide Traffic Study Update

Dear Mr. Franceschini,

Johnson Engineering is pleased to submit our firm's response to provide professional services for a Village-Wide Traffic Study for the Village of Estero. Our team provides a well-rounded, complete-picture approach to transportation planning and traffic engineering challenges. We offer qualified professionals that can help review, implement, and facilitate the improvement of traffic operations. We understand that if you are going to address traffic, you must be able to focus on the complete roadway infrastructure that carries that traffic. Our team is not only experienced in engineering, but is also well-adept in the planning, knowledge of local ordinances and standards, design, permitting and construction of local roadways.

As a company, we have provided hundreds of traffic studies and traffic data collection throughout Southwest Florida. In fact, we currently provide annual traffic monitoring and analysis for the Village of Estero. We have a full transportation department dedicated to this type of work and we can provide these services using in-house resources. Our goal is to act as a seamless extension of your own staff through our extensive local knowledge and experience.

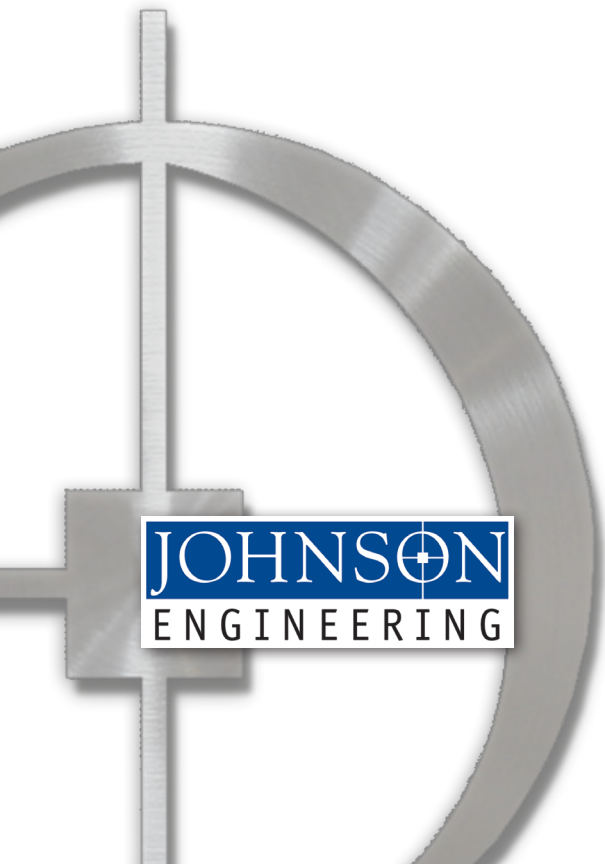
As a Lee County based firm for more than 77 years, these types of contracts are very important to our firm and our local employees. We value our working relationship with the Village of Estero and hope we will have the opportunity to continue to provide the service you are looking for.

Sincerely,
JOHNSON ENGINEERING, INC.


Joshua Hildebrand, PE, PTOE
Transportation Project Manager


Leah Holmes, PE
Deputy Project Manager

3. Firm Qualifications



Firm Qualifications

At Johnson Engineering, we are celebrating our 77th year of doing business in Southwest Florida. We have extensive experience in working with the local Cities, Counties, Florida Department of Transportation (FDOT), South Florida Water Management District, Florida Department of Environmental Protection, and US Army Corps of Engineers regulatory and compliance staff.

Having provided transportation services in Southwest Florida for many years, Johnson Engineering has developed a profound understanding of the transportation needs and challenges facing our community. We are continuously adapting and working to cater our services and our designs to help our clients address their transportation needs in a cost-effective manner. We intend to bring this same cost-effective approach to the Village of Estero.

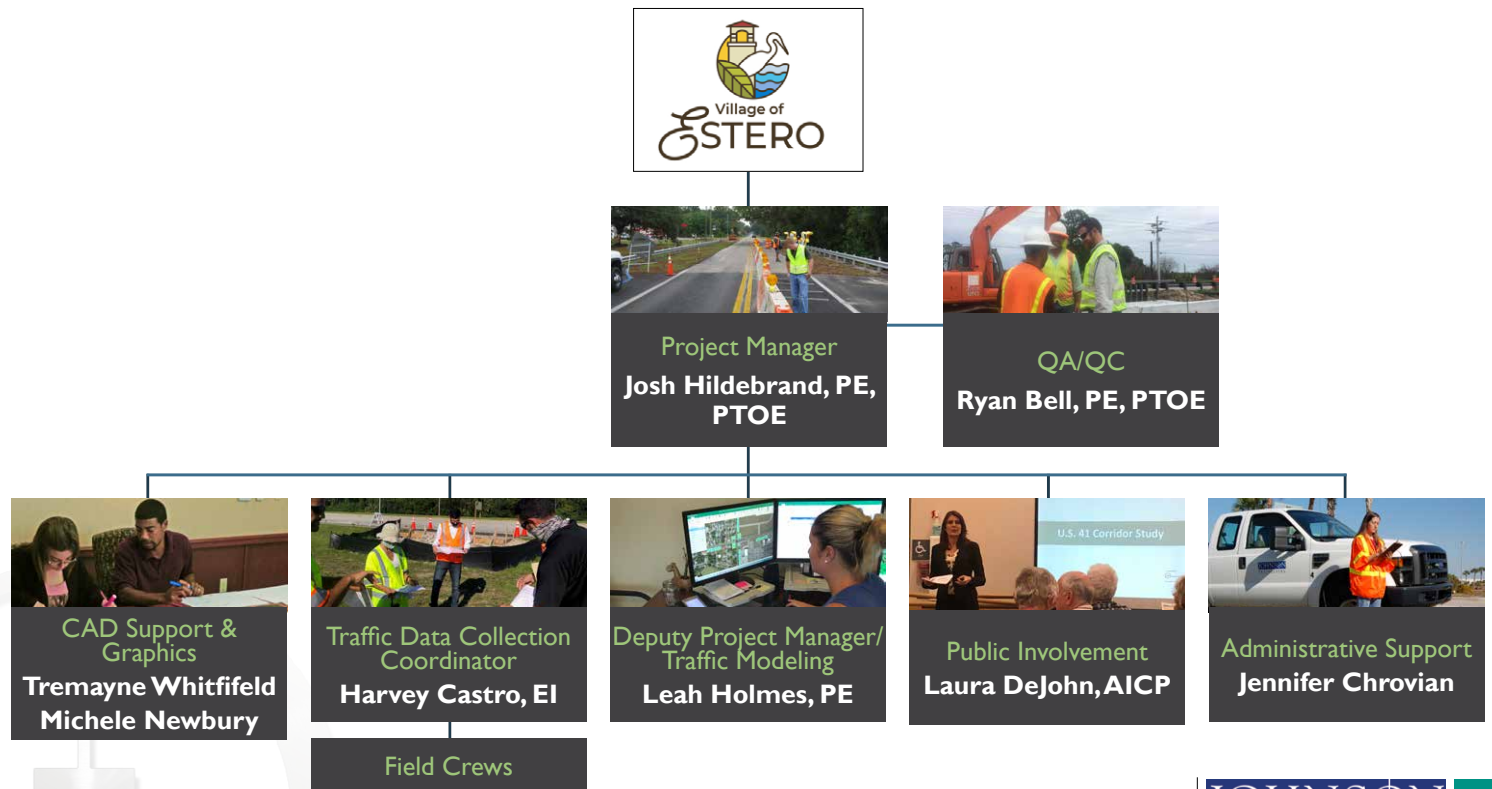
Our transportation department includes 20 professionals providing transportation planning, intersection analyses, roadway and pedestrian facility design, roundabout design, signal design and complete CEI services. Our transportation department has provided traffic counts, traffic studies, developed numerous roadway construction plan sets, prepared bid documents, and provided CEI services for numerous transportation entities throughout Southwest Florida.

All our internal transportation design, plan production, and construction inspection procedures are based specifically off of standard FDOT practices. Johnson Engineering is currently FDOT pre-qualified to perform Minor Highway Design (3.1), Major Highway Design (3.2), Traffic Engineering Studies (6.1), Signing Pavement, Marking and Channelization (7.1), Signalization (7.3), Control Survey (8.1), Design, Right of Way and Construction Surveying (8.2), Right of Way Mapping (8.4), Roadway Construction Engineering Inspection (10.1), Minor Bridge & Miscellaneous Structures (CEI) (10.4), Land Planning/ Engineering (13.6), and Landscape Architect (15).

Our team is dedicated to providing a professional and competent service in every project we perform. We understand our reputation and the ability to repeat as a consultant is contingent upon the quality of our product.

Project Team

Johnson Engineering is very excited and feels that this project would be a perfect fit to highlight our professional abilities. We believe this staffing plan is more than sufficient; however, this is not a list of all personnel available. Additional resources can be reallocated as necessary. Collectively, our firm has the resources to comfortably maintain even a very aggressive workload. Our proposed team, managed by Josh Hildebrand, PE, PTOE, has performed hundreds of traffic related studies and traffic counts. If given the opportunity, we are very interested, and ready to start immediately. An organizational chart illustrating the team structure for key staff assigned to this project is provided below.



Abilities

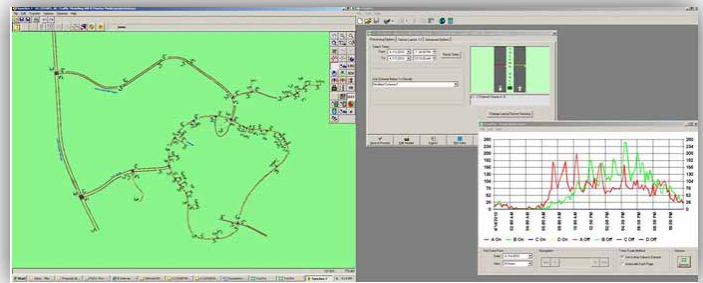
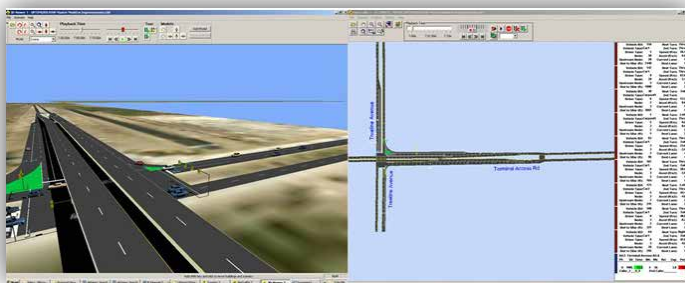
Although all of these services may not be part of the Village-Wide Traffic Study scope, Johnson Engineering staff are very familiar with many different aspects of various traffic studies. Having a broad range of expertise helps to have a full depth understanding of the project.

Traffic Impact Statements

Johnson Engineering staff has prepared numerous Traffic Impact Statements (TIS) to document the impact of proposed projects on adjacent roadway networks. These studies include the determination of traffic for the proposed development, traffic counts to establish existing conditions, projection of background traffic to the build-out year of the proposed development, analysis of affected links and intersections to determine expected operating conditions, determination of needed improvements, and preparation of a written report to document the study's findings. We have also reviewed TIS studies for other municipalities. These reviews have been made to determine whether the applicant's analysis meets the TIS study requirements, preparation of comments to be addressed by the applicant, final review of the submitted traffic study, and preparation of comments and recommendations on needed improvements that were supplied to staff.

Simulation Modeling & Traffic Modeling

Traffic modeling is a very important component and useful analytical tool when it comes to assessing a transportation roadway network under various traffic conditions. Johnson Engineering is very proficient at both the development and review of traffic models and traffic simulations. Our staff can provide the necessary traffic modeling and traffic simulation modeling that may include the use of Synchro, SimTraffic, Synchro 3D viewer, and Highway Capacity Software (HCS). More recently, Johnson Engineering has performed considerable traffic modeling work which focused on analyzing the existing traffic patterns to identify low-cost improvements.



Roadway Capacity and Classification Analysis

Johnson Engineering staff has completed many studies to determine the capacity of existing roadway facilities and needed improvements to provide acceptable levels of service. We are familiar with use of the Highway Capacity Software and Synchro computer software. We have team members that have completed the FDOT Level of Service training and have used the FDOT Artplan, Highplan, and Freeplan programs and are familiar with the FDOT and local Generalized Service Volumes for various types of roads. Analysis has included individual signalized intersections, unsignalized intersections and highway links to achieve acceptable operating conditions.

Intersection Analysis and Design

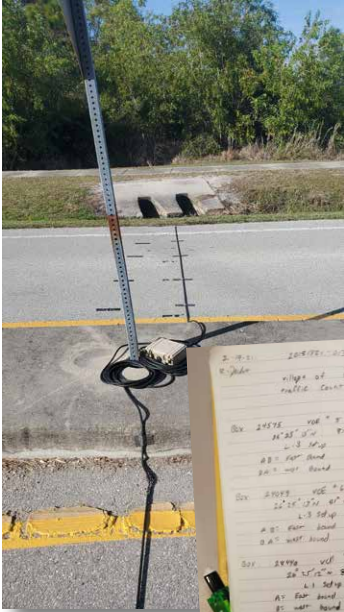
We are very familiar with the challenges involved with intersection improvements, such as signalization, roundabouts, turn lane additions, and other operational enhancements. Our team's goal is to maximize benefit by focusing on the actual problem. It starts with the identification of the critical intersection approaches that are experiencing undue delay and functioning at an unacceptable Level of Service (LOS). Once the key improvements have been identified, we focus on a design that is simple and realistic. Typically, non-state roadways are designed per the FDOT Manual of Minimum Standards (MUMS or "Florida Greenbook"). For Village maintained roads and intersections, the objective is to provide a design in accordance with the Greenbook that maximizes the operational benefit to the roadway users and reduces overall project cost.

Transportation Planning and Design

Before the actual transportation design can begin, forethought and proper planning must take place to ensure that a project is in the best interest of the citizens and the needs of the community are addressed. At Johnson Engineering, our planners and engineers integrate their specialized skills by working hand-in-hand on tasks such as public involvement, public workshops, conceptual designs, graphic visualization, signage studies and streetscape plans.



Similar Projects



Village Wide Traffic Counts, Village of Estero

Over the last few years, the Village of Estero has contracted Johnson Engineering to collect bi-directional twenty-four-hour traffic data for ten to seventeen locations within the Village of Estero, located in Lee County. These locations were counted for a period of seven days, typically between February and March. The data was processed and compiled into a detailed report highlighting the volumes recorded, along with growth projections and levels of service for the respective roads analyzed. This comprehensive data collection and analysis was vital to the Village to not only to report traffic volumes to Lee County, but also to aid in assessing their roadway capacities due to their accelerated growth rate in recent years.

We most recently completed the same services for the Village of Estero in the 2023 traffic data collection and analysis efforts and continue to provide the crucial data needed for infrastructure support for the visitors and residents of the Village of Estero.

Coconut Road Improvements Study, Village of Estero

Johnson Engineering conducted a study to analyze various improvements along Coconut Road to ascertain construction feasibility, permitting requirements, right-of-way needs and determine approximate costs for budget level planning purposes. The contemplated improvements included proposed modern roundabouts at three (3) existing intersections. Additional potential improvements also included incorporation of pedestrian/bicycle facilities and four-laning of Coconut Road from Coconut Shores Drive to US 41. This project included many aspects including survey, drainage analysis, utility coordination, cost analysis, and conceptual plan development.



Williams Road Traffic Analysis, Village of Estero

An analysis of Williams Road within the Village of Estero was recently conducted by Johnson Engineering staff. As part of this analysis traffic data was collected for 7 days, 24-hrs at 3 locations along the corridor, along with peak hour turning movement counts at three locations. This data was utilized to obtain a projected growth along the corridor to a 20-year horizon to assess the existing and future capacities and determine the merit of future turn lanes.



Transportation Planning & Traffic Analysis, Lee County Port Authority (LCPA)

Johnson Engineering has served as Lee County Port Authority's General Planning Consultant since 2003. We have worked on transportation related tasks for the LCPA which included traffic data collection, traffic data analysis, traffic modeling, forecasted capacity analysis, roadway and intersection level of service (LOS) analysis, conceptual roadway design alternatives, opinions of probable cost, reports, and recommendations. Under our last contract, Johnson Engineering's transportation planning and traffic engineering services totaled \$58,075. These projects included:

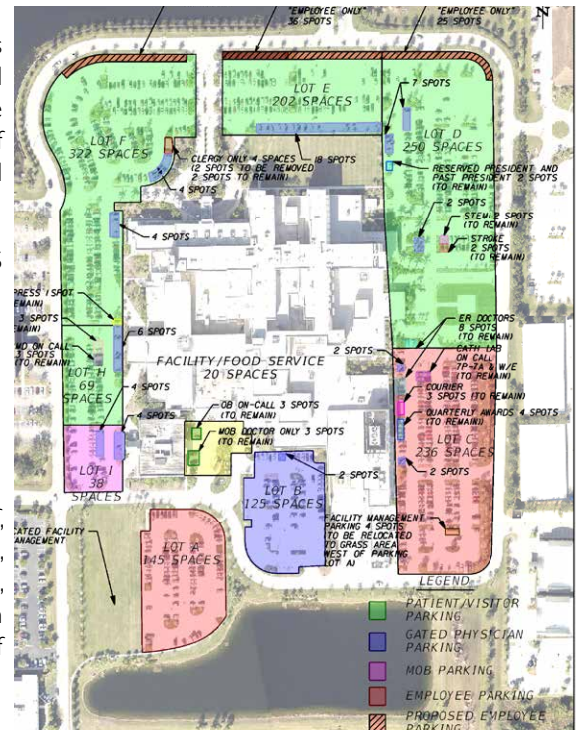
- RSW Traffic Sensitivity Testing
- RSW Terminal Access Road Traffic Study
- RSW Cell Phone Lot Parking and Access Study
- RSW Cell Phone Lot Activity Analysis Study
- RSW Daniels Parkway Sidewalk Constructability Assessment
- Other Miscellaneous Traffic Tasks

Traffic Analysis, Lee Health

Johnson Engineering has been under contract for continuing professional services for Lee Health since 2011. Traffic engineering services have included the successful completion of updating the HealthPark Lot 17 Traffic Impact Statement to include the construction site staging and parking for the Golisano Children's Hospital of Southwest Florida. All professional services were performed on a time and material basis. We completed the following traffic studies and design for Lee Health:

- HealthPark Medical Center New Emergency and Employee Site Access TIS
- Golisano Children's Hospital of Southwest Florida TIS
- Bass Road at HealthPark Circle / Park Royal Drive Signal Warrant Study
- Bass Road at HealthPark Circle / Park Royal Drive Signal Design
- Gulf Coast Medical Center Parking Lot Management Plan
- Other Miscellaneous Traffic Tasks

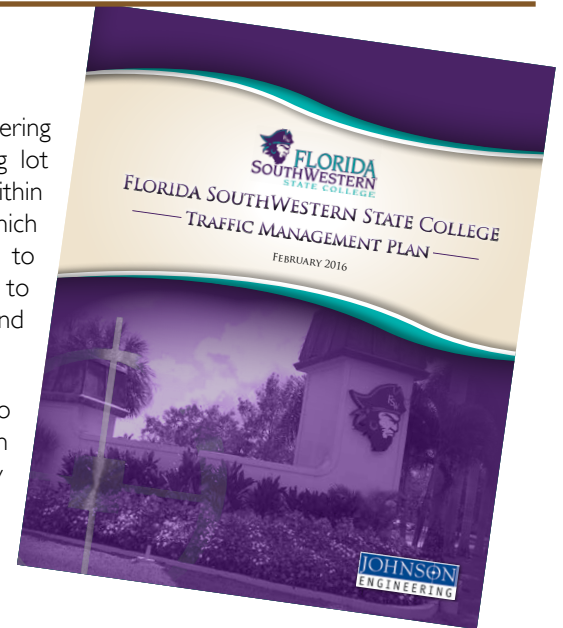
Tasks for these projects included meetings and coordination with Lee County staff, traffic data collection, traffic data analysis, traffic modeling, trip generation studies, signal warrant analysis, intersection operational analysis, traffic impact assessments, traffic mitigation, turn lane queuing analysis, geometric design, conceptual design alternatives, opinions of probable cost, reports, and recommendations of improvements.



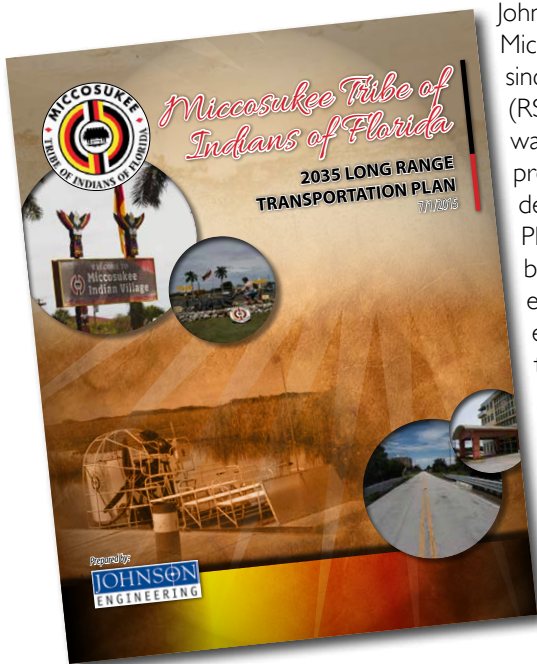
Traffic Management Services, Florida Southwestern State College

Johnson Engineering provided the parking data collection, general planning, engineering support, and associated services to assess the feasibility of operational parking lot access improvements and the development of a Parking Lot Management Plan within Florida SouthWestern State College. The study identified independent variables which impacted parking demand ratios and campus-wide peak parking accumulation to help develop and make recommendations to potential operational enhancements to improve overall parking lot functionality for both standard operating conditions and special event scenarios.

In conjunction with the Parking Lot Management Plan, Johnson Engineering also prepared a Pedestrian Management Plan which assessed the existing pedestrian infrastructure and made recommendations for potential pedestrian facility enhancements to improve overall mobility in connection with the Campus Master Plan.



Master Services Agreement for Miscellaneous Professional Service, Miccosukee Tribe of Indians of Florida

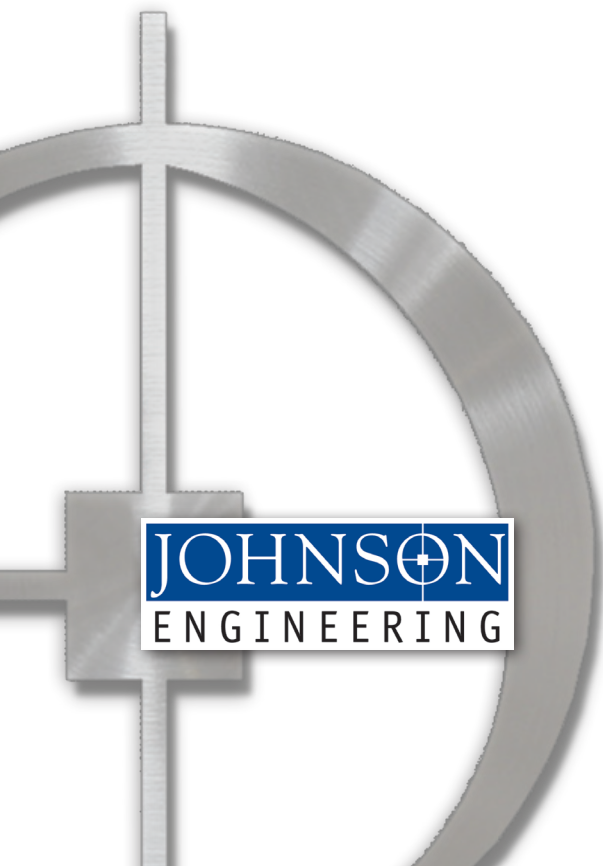


Johnson Engineering is currently under a master services agreement contract for the Miccosukee Tribe of Indians of Florida Real Estate Services and has been a part of this library since 2013. Services under this contract have included roadway design, roadway safety audits (RSAs), Construction Engineering Inspection (CEI), wildlife studies, mitigation assessments, water quality modeling and county compliance reporting. Johnson Engineering has also provided the professional services to conduct a transportation system-wide inventory and development of the Miccosukee Tribe of Indians of Florida 2035 Long Range Transportation Plan (LRTP). The LRTP focused on community vision and identification of a balance between the cultural, environmental, safety, maintenance, future development, mobility, and economic components of the Tribe's transportation network. Cultural preservation and environmental planning to identify important issues was a critical component to ensuring tribal cultural and environmental protection. Our team assisted in the collection and general analysis of vehicular, crash, socioeconomic, operational, and physiographic data pertinent to the Tribe's transportation infrastructure as a whole.

As part of our services, a comprehensive audit of the Indian Reservation Road (IRR) system network was conducted by Johnson Engineering's transportation staff to address existing tribal transportation related safety concerns and documentation of current conditions of the infrastructure. An evaluation of all modes of transportation and connection between modes including but not limited to vehicles, bicycle, bridges, watercraft, routes to school, and other pedestrian pathways was assessed, documented, and incorporated into IRR geographic information system (GIS) based mapping.

The LRTP included the development of a tribal priority list or Tribal Transportation Improvement Program (TTIP), which prioritized potential funding of tribal projects. The prioritized list included both short and long-term transportation needs. Ultimately, this LRTP and IRR Inventory will assist in obtaining funding to meet the budget needs for transportation maintenance, planning, operating, and construction of future and current projects.

4. Project Manager's Qualifications



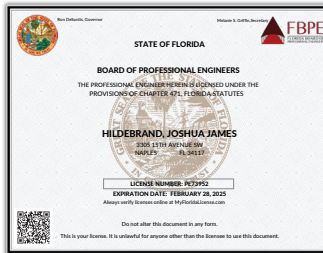
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Team Bios



Josh Hildebrand, PE, PTOE, Project Manager

Josh serves as an engineer and project manager in our transportation group and has 16 years of experience. With his primary focus on corridor design and post design construction assistance, Josh understands what must be done to successfully plan for and design roadway projects to best serve both the client and the public's needs. Josh has worked on various projects throughout Southwest Florida including several roadway and pathway projects in Collier, Lee, Hendry, and Charlotte Counties. His experiences have provided him with an in-depth understanding of traffic studies, traffic data collection, roadway design, intersection design and signing and marking analysis.



Ryan Bell, PE, PTOE, QA/QC

Ryan serves as the director of the transportation group and is a shareholder of the company. With a degree in civil engineering from the University of Florida, Ryan was born and raised in Southwest Florida giving him a keen understanding and inherent appreciation for local transportation issues. Ryan has experience in both the design and construction of various transportation improvement projects. As project manager for various transportation design and construction engineering and inspection (CEI) projects, he brings comprehensive management and oversight to all of Johnson Engineering's transportation projects.



Leah Holmes, PE, Deputy Project Manager/Traffic Modeling

Leah is an engineer in our transportation department and a Qualified Stormwater Management Inspector. She brings experience performing roadway and pedestrian facility design, signal timings, drainage design using GIS and ICPR, as well as permitting, traffic analysis and construction cost estimations. Leah provides various roadway design functions, traffic analyses and associated permitting throughout Southwest Florida.



Laura DeJohn, AICP, Public Involvement

A Certified Planner since 2001, Laura has 25 years of professional experience in both public and private sector planning, including five years as a planner for the City of Naples. As Johnson Engineering's Director of Planning & Landscape Architecture, Laura manages projects involving development feasibility studies and site assessments, monitoring reports, code writing, preparation and presentation of land use and zoning applications, master planning and community visioning. Her experience includes entitlement of new development and redevelopment projects, historic preservation, architectural design review, annexation, and incentive-based codes.



Harvey Castro, EI, Traffic Data Collection Coordinator

After completing a summer and fall internship at Johnson Engineering, Harvey graduated from FGCU with a BSC in Engineering in spring of 2022. With his internship experience, Harvey joined the transportation group full time as an Engineering Intern and Microstation Technician. In his first two years at Johnson Engineering, Harvey led the design effort for the Crescent Avenue SCRAP funded resurfacing project in Glades County. Harvey has also served as project engineer on a number of projects in Hendry, Lee and DeSoto County's. Harvey continues to excel and expand his knowledge in roadway design and plan production and is proficient in 3D modeling of roadway improvements utilizing OpenRoads designer.



Jennifer Chrovian, Administrative Support

Jennifer joined the firm in 2003 has 32 years experience as an office manager and accounting assistant. She is responsible for providing administrative services for both the design and CEI transportation groups. She reviews and formats reports, letters and proposals, prepares contracts, transmittals, meeting minutes, adds engineer's notes and mark-ups to shop drawings, and electronic filing of all transportation project documents. She is responsible for the record keeping and reporting of contractor Equal Employment Opportunity (EEO) compliance, Disadvantages Business Enterprise (DBE) / Affirmative Action (AA) Plan compliance, wage and payroll compliance (including interviews and verification of payrolls), monthly invoice and associated documentation review, assistance with review of pre-construction documentation as well as closeout preparation for EEO compliance.



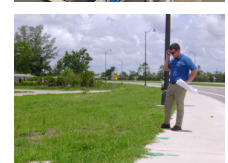
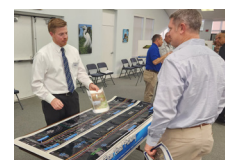
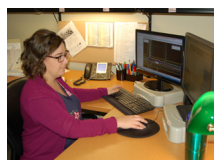
Michele Newbury, CAD Support & Graphics

Michele has been with Johnson Engineering for 17 years as a CAD designer for the transportation department and has worked on various projects throughout Southwest Florida. She is familiar with FDOT Plan Preparation Assembly and the FDOT Design Criteria and Processes necessary to complete projects. Michele has several years of experience and is familiar with multiple CAD platforms and software, including AutoCad and MicroStation/Geopak, to make production of our plans as efficient as possible, utilizing FDOT Roadway Design Standardizations, FDOT CAD Standards, AASHTO Standards, FDOT Greenbook Standards, and the Manual of Uniform Traffic Control Devices (MUTCD) Design Standards.



Tremayne Whitfield, CAD Support & Graphics

Tremayne joined Johnson Engineering as a CAD Technician II in 2004 for the transportation department and has 20 years of experience working on a wide range of projects throughout Southwest Florida and surrounding areas including Polk County, Pasco County, and the Tampa Bay area. Tremayne has worked on various large-scale projects including Helms Road Extension, Corkscrew Road Widening and Piper Road Improvements. He is well-versed in the application of the Basis of Estimates Manual, FDOT Plans Preparation Manual, FDOT Design Standards, AASHTO Standards, FDOT Greenbook Standards, MUTCD Design Standards and technical specifications. He is skilled in Microstation/GeoPAK, aiding engineering design and greatly reducing time spent in production of plans and is knowledgeable in the usage of OpenRoads Designer. Along with his extensive design experience, Tremayne also is skilled in an array of software not only for roadway design, but also computer visualization/graphic design.



JOSH HILDEBRAND, PE, PTOE Project Manager



jhildebrand@johnsoneng.com
239.461.2481

Years Experience

16 years

Licensing & Registration

Florida Professional Engineer,
License No. 73952

Professional Traffic Operations
Engineer (PTOE)

Education/Training

B.S. Civil Engineering (2007),
Purdue University

Intermediate MOT

Advanced MOT

FDOT Specifications
Package Preparation

FDEP Qualified
Stormwater Inspector

FDOT Level of Service

Volunteer Opportunities

City of Fort Myers –
Adopt a Canal Program

Coastal Conservation
Association (CCA) –Naples
Banquet Committee Member

Professional Affiliations

American Public Works
Association (APWA)

Josh began his professional career in 2007 and is currently serving as a project manager in the transportation services department at Johnson Engineering. He has worked on various projects throughout Southwest Florida and is familiar with roadway design, pathway design, construction, Local Agency Program (LAP) requirements, and the permitting procedures of the local municipalities, including the Florida Department of Transportation (FDOT). Josh has worked on over a 125+ traffic / construction feasibility-related engineering studies, roadway and drainage design projects within public right-of-way. This experience provides him with a unique understanding of the development of corridor and intersection design, drainage, ADA compliance-related challenges, construction, and the permitting requirements on capital improvement projects.

Relevant Traffic Engineering Experience

- **Bonita High School, Lee County School District** - Responsible for the preparation of a traffic impact study, turn lane analysis, and signal warrant analysis for the site access to the new Bonita High School which is currently under construction.
- **Florida Southwestern State College, Lee County** - Project manager for the data collection/analysis and preparation of a traffic and pedestrian management plan. The project included data collection, Suncoast Arena access management, parking lot management plan and parking demand analysis, and pedestrian facility enhancements to improve the overall walkability of the campus.
- **Bonita Springs Library, Lee County** - Engineer for trip generation and traffic impact study for the new downtown Bonita Springs Library.
- **Miccosukee Tribe Long Range Transportation Plan, Miami-Dade County** - Project manager for the transportation system-wide inventory, level of service (LOS) assessment, and development of the 2035 Long Range Transportation Plan (LRTP). As part of the study, a comprehensive audit of the Indian Reservation Road (IRR) system network was conducted to address existing tribal transportation related safety concerns and documentation of current conditions of the infrastructure.
- **2014 County Wide Pathway Constructability Study, Collier County** - Project engineer for a study of five priority locations throughout the County to analyze and assess the feasibility of adding future sidewalks or bike lanes along the existing public corridors.
- **University Plaza Parcel Development, Lee County** - Prepared traffic study to support the DO application site plan modifications.
- **Golisano Children's Hospital of SW Florida, Lee County** - Prepared multiple traffic impact studies, traffic counts, and intersection analysis under this contract, including the Golisano Children's Hospital, the parking lot expansion, and the Bass Road signal warrant study.
- **Naples Park Walkable Community Study, Collier County** - Team member for the development of a study which assessed existing pedestrian facilities and conditions within Naples Park.
- **RSW Cell Phone Lot, Lee County** - Traffic analyst for a parking demand study of the Southwest Florida International Airport "Cell Phone" Lot.
- **North Fort Myers / Lee County Regional Library** - Prepared traffic impact study for the new regional library located in North Fort Myers which is currently under construction.
- **RSW Terminal Access Road, Lee County** - Traffic analyst for the modeling and projected level of service of Southwest Florida International Airport's entrance road and adjacent intersections.
- **Shell Point, Lee County** - EOR for a traffic impact study and signal modifications design at Shell Point Boulevard.
- **Imperial Landing, City of Bonita Springs** - Traffic analyst for the preparation of a multi-use development traffic study.
- **Florida Gulf Coast University Traffic Modeling, Lee County** - Synchro 7 modeling for various intersections located within the college campus.

Other Relevant Experience

- **5th Avenue Sidewalks, City of Naples** - Project manager and Engineer of Record (EOR) for the design of HUD-funded new sidewalks and associated drainage, permitting and service during construction.
- **FPID #435117-1-38-01: North Naples Various Sidewalks, Collier County** - Project manager and Engineer of Record (EOR) for the design of approximately 1.2 miles of sidewalk and associated pedestrian signals on this LAP design project.
- **Golden Gate Boulevard, Phase II, Collier County** - Project manager for the Verification Testing (VT) for the construction of a new multi-lane corridor.
- **Tree Farm Road Phase II, Collier County** - Project manager for the post design and Verification Testing (VT) for the construction a new multi-lane corridor and roundabout project.
- **LaMorada Traffic and Offsite Improvements, Collier County** - Project Engineer for the preparation of a multi-phased residential development traffic study and associated offsite improvements located on Immokolee Road.
- **Kentucky Street Sidewalks, City of Bonita Springs** - Project manager and Engineer of Record (EOR) for the design of approximately one mile of HUD-funded new sidewalks and associated drainage and permitting.
- **Helms Road Extension, Hendry County** - Team member for the design and construction of approximately three miles of new four-lane urban roadway including all associated drainage, permitting, signalization, and signing and pavement marking. This project is currently underway.
- **County Road 78, Hendry County** - Design team member and construction liaison for two miles of a multi-phased resurfacing, shoulder, construction, and drainage improvement design project.
- **FPID #435118-1-38-01: Vanderbilt Beach Road Bike Lanes, Collier County** - Project manager and Engineer of Record (EOR) for the design of bicycle lane improvements on Vanderbilt Beach Road from Vanderbilt Drive (C.R. 901) to Gulf Pavilion Drive.
- **FTA 14, 15, & 16 Collier Area Transit Rural Bus Stop Design, Collier County** - Project Manager and EOR for the design of 40+ rural bus stops throughout central and east Collier County. This project's scope also included post design and construction related services for Collier Area Transit (CAT). The rehabilitated bus locations would ensure American Disabilities Act (ADA) compliancy was achieved and the bus stop locations would accommodate future equipment upgrades.
- **2019 County Wide Pathway Constructability Study, Collier County** - Project Engineer for a study of four priority locations throughout the County to analyze and assess the feasibility of adding future sidewalks or bike lanes along the existing public corridors.
- **FPID #435119-1-38-01: 49th Terrace SW Sidewalks, Collier County** - Project manager and Engineer of Record (EOR) for the design of 5 foot sidewalks on 49th Terrace from 20th Place SW to 19th Place SW.
- **FPID #434990-1-38-01: Golden Gate at Various Locations Sidewalks, Collier County** - Project manager and Engineer of Record (EOR) for the design of sidewalks on 51st Street, 20th Court SW, and 51st Terrace SW in Golden Gate City.
- **Piper Road North, Charlotte County** - EOR of a new traffic signal at US 17 and Piper Road. Work includes analysis and design to determine signal operation plan, intersection geometry, signal retiming, capacity calculations, equipment placement, mast arm placement, phasing, and intersection analysis.
- **FPID #428105-1-58-01: County Road 78 Phase IV and V Sidewalks, Hendry County** - Project Engineer for two miles of future LAP funded sidewalks as part of a multi-phased corridor improvement project.
- **US 90 Turnlane and Crosswalk Improvements, Miccosukee Tribe** - Project manager and engineer of record for the design and CEI of turnlane and crosswalk improvements.
- **Vanderbilt Beach Road Extension, Phase I, Collier County** - Project manager for the Verification Testing (VT) and Environmental Support Services for the construction of a new multi-lane corridor.
- **Corkscrew Road, Lee County** - Engineer of Record for signalization plans at four intersections along Corkscrew Road. Completed Synchro modeling and was a team member for the preparation of the Corkscrew Road Traffic Study.

RYAN BELL, PE, PTOE

Director of Transportation



rbell@johnsoneng.com
239.461.3310

Years Experience

25 years

Education/Training

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

Intermediate MOT

Advanced MOT

Asphalt Level I & II

QC Manager

Licensing & Registration

Florida Professional Engineer,
License No. 60010

Professional Traffic Operations
Engineer (PTOE)

Professional Affiliations

American Society of
Civil Engineers

National Society of
Professional Engineers

Florida Engineering Society

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

Design Experience

- **Edgewater/Flamingo Improvements, Charlotte County** - Ryan is currently serving as project manager on this 4-mile, two to four-lane roadway reconstruction and realignment project in Charlotte County. The phased project is in the preliminary design stages and includes associated drainage, utilities, lighting, signing and marking and three bridges.
- **Alico Connector, Lee County** - Ryan is currently serving as project manager for this 10-mile new corridor design connecting Alico Rd and Sunshine Blvd in Lee County. This project includes extensive drainage and environmental considerations, lighting, signals, utilities, wetland creation and restoration, three wildlife crossings, a continuous Green-Tee and a Continuous Flow intersection.
- **Burnt Store Road South, Lee County** - Ryan served as project manager on this 2-mile, two to four-lane roadway reconstruction project in Lee County. The project is the final phase of a three-phase capacity project in Cape Coral and included associated drainage, utilities, lighting, signing and marking and a bridge.
- **Gasparilla Road (CR 771), Charlotte County** - Ryan served as project manager for 2.7 miles of two to four-lane roadway reconstruction from Rotunda Boulevard to SR 776 in Charlotte County. In addition to roadway improvements the project included associated survey, utilities, landscaping, signalization, signing and marking, all related permitting and a new bridge over the Butterford Canal.
- **Alico Road, Lee County** - Ryan served as project manager for this two to four-lane roadway reconstruction project from Ben Hill Griffin Parkway to Airport Haul Road in Lee County. In addition to roadway improvements the project included associated survey, utilities, landscaping, signalization and signing and marking and all related permitting.
- **CR 78, Hendry County** - Project manager for two miles of resurfacing, shoulder construction and drainage improvement design.
- **Helms Road, Hendry County** - Project manager for design of approximately three miles of new four-lane roadway in Hendry County including all associated drainage, permitting, signalization and signing and marking. This project is currently underway.
- **SR 739 (Michael G. Rippe Parkway), Lee County** - Project manager for three miles of new six-lane roadway including a bridge over a railroad.
- **Aqui Esta Drive, City of Punta Gorda** - Project manager for two miles of two-lane roadway reconstruction including bridge replacement over the Venice Canal.
- **Piper Road, Charlotte County** - Project manager for four miles of new four-lane roadway design.

CEI Experience

- **Helms Roadway Extension, Hendry County** - Ryan served as the Senior Project Engineer for three miles of new four-lane urban roadway improvements. Ryan also served as the Engineer of Record on this project
- **Colonial Boulevard Widening, Lee County** - CEI project engineer for three miles of four to six-lane roadway widening including widening of the bridge over Six Mile Cypress Slough
- **Three Oaks Imperial Parkway, City of Bonita Springs** - CEI project engineer for four miles of new four-lane roadway and one mile of four to six-lane widening construction including a 285-foot bridge, drainage and signalization.
- **Gasparilla Road (CR 771), Charlotte County** - Design EOR and CEI Senior PE for this CM at Risk project including 2.5 miles of 2 to 4 lane widening with associated utility relocation, drainage, signalization, street lighting and a new pre-fab deck span bridge over the Butterford Canal.
- **SR 739 (Old 41), Lee County** - Senior project engineer for nearly two miles of two to four lane widening. This FDOT construction project in North Fort Myers includes significant drainage, utility relocation and maintenance of traffic coordination.

LEAH HOLMES, PE Transportation Engineer



lholmes@johnsoneng.com
239.461.2445

Years Experience
10 years

Education/Training
B.S. Civil Engineering (2012),
Florida Gulf Coast University

Licensing & Registration
Florida Professional
Engineer, License No. 85359

FDEP Stormwater
Management Inspector

Volunteer Opportunities
City of Fort Myers -
Adopt a Canal Program

APWA Southwest
Branch Chairman

Professional Affiliations
American Public Works
Association (APWA)

Leah currently serves as a transportation engineer in our transportation group. Leah graduated from Florida Gulf Coast University in 2012, with her Bachelor of Science in Civil Engineering. With her primary focus on signal design, traffic impact analysis, roadway and lighting design, quantity takeoffs and cost estimations, Leah understands what must be done to successfully plan for and design roadway projects to serve both the clients and public's needs. Additionally, Leah has worked on 100+ traffic related engineering studies. This experience provides her with an understanding of the development of corridor and intersection design, parking demand, traffic generation, and the permitting requirements on both private and public capital improvement projects.

Relevant Experience

- **Golisano Children's Hospital of SW Florida, Lee County** - Prepared multiple traffic impact studies, traffic counts, and intersection analysis, including emergency flashing beacon signage design.
- **McGregor Boulevard, City of Fort Myers** – Engineer of Record for signalization improvements along McGregor Boulevard and a team member for the design of resurfacing and drainage improvements.
- **Village Wide Annual Traffic Counts, Village of Estero** – Leah served as the project manager for multiple years of annual traffic monitoring throughout the Village of Estero. Traffic monitoring occurred at up to 20 locations and also included the analysis of the existing conditions and future conditions roadway concurrency and growth rates.
- **Williams Road Analysis, Village of Estero** – Leah served as the project manager and Engineer of Record for the traffic data collection and roadway analysis for Williams Road. This analysis consisted of assessing current and future projected volumes along Williams Road and potential improvements.
- **Bonita High School, The School District of Lee County** - Collected and analyzed traffic data and prepared the traffic impact study, turn lane analysis, and signal warrant analysis for the site access for the new Bonita High School. Also a team member for the design of offsite turn lanes, median opening, and signal design for the entrance to the new Bonita High School.
- **Sunseeker, Charlotte County** – Engineer of Record for a Traffic Impact Statement, Signal Warrant Analysis and Intersection Control Evaluation (ICE) Technical Memorandum in support of a new resort hotel in Charlotte County. Team member for the design of offsite turn lanes and associated improvements.
- **Corkscrew Road, Lee County** – Engineer of Record for signalization plans at four intersections along Corkscrew Road. Completed Synchro modeling and was a team member for the preparation of the Corkscrew Road Traffic Study.
- **Burnt Store Road, Lee County** - Engineer of Record for street lighting along Burnt Store Road and roadway design of Burnt Store Road. Signal modifications at Burnt Store Road and Pine Island Road in Lee County.
- **Galloway Canal, City of Fort Myers** – Team member for the design of a box-culvert across Galloway Canal in the City of Fort Myers.
- **Shell Point, Lee County** - Assisted with the design and analysis for pedestrian signals and a multi-use path for the entrance to Shell Point.
- **Piper Road North, Charlotte County** - Team member for the design of approximately 1.5 miles of a new four-lane roadway including all associated drainage, permitting, signalization, lighting, and signing and pavement marking.
- **Burnt Store Road, Charlotte County** - Team member for the design of approximately three miles of new roadway and associated drainage.
- **Gateway High School, The School District of Lee County** – Engineer of Record for the traffic analysis in support of Gateway High School. Team member for the design of offsite improvements including a roundabout and street lighting for the entrance to the new Gateway High School.
- **North Naples Various Sidewalks, Collier County (LAP - FPID #435117-1-38-01)** - Deputy project manager for the design of approximately 1.2 miles of sidewalk

HARVEY CASTRO, EI CAD Technician



hcastro@johnsoneng.com
239.461.2426

Years Experience
2 years

Education/Training
Bachelor of Science
in Civil Engineering,
Florida Gulf Coast University,
2022

After completing a summer and fall internship at Johnson Engineering, Harvey Graduated from FGCU with a BSC in Engineering in spring of 2022. With his internship experience, Harvey joined the transportation group full time as an Engineering Intern and Microstation Technician. In his first 2 years at Johnson Engineering, Harvey led the design effort for the Crescent Avenue SCRAP funded resurfacing project in Glades County. Harvey has also served as project engineer on a number of projects in Hendry, Lee and DeSoto County's. Harvey continues to excel and expand his knowledge in roadway design and plan production and is proficient in 3D modeling of roadway improvements utilizing OpenRoads designer.

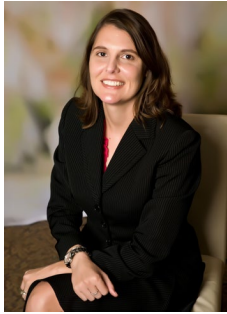
Relevant Experience

- **Alico Connector** - Design team member for phase I. Project is currently underway.
- **Crescent Ave SW** - Design team member for milling and resurfacing of a mile of roadway in Labelle.
- **Golden Gate Parkway** - Design team member for Golden Gate Pkwy bridge replacement and its adjacent roadway approaches.
- **Burnt Store Road** - Design team member for road located in Charlotte County, handling the record drawings.
- **Eden Park Elementary** - Design team member for 4000 feet of roadway located in Immokalee. Mainly handled adjustments suggested/requested from small comments on work from other techs.



LAURA DEJOHN, AICP

Director of Planning & Landscape Architecture



ldejohn@johnsoneng.com
239.280.4331

Years Experience

25 years

Education/Training

Master of Planning (1998),
University of Virginia

Bachelor of City Planning (1997),
University of Virginia

Professional Affiliations

American Institute of Certified
Planners & American Planning
Association Member

Florida Planning & Zoning
Association Member

Urban Land Institute Member

Laura is the director of the firm's planning and landscape architecture group. She joined Johnson Engineering in 2004 to lead the planning services in the firm's Collier County office and is now the Department Director for all planning efforts for Johnson Engineering. Laura manages projects that involve development feasibility studies, governmental coordination, preparation and presentation of land use and zoning applications, site planning, master planning, and design. She has 25 years of professional experience in the planning field, in both the public and private sector. Prior to joining Johnson Engineering, Laura served five years as a planner for the City of Naples.

Relevant Experience

- **Collier County Growth Management Department** – Laura performed multiple planning tasks to support Collier County staff including:
 - Rural Lands Stewardship Area Restudy – As lead for our public outreach team, Laura facilitated reviews to update the comprehensive plan policies related to Rural Lands.
 - Development Review Guidebooks - Laura was project manager responsible for creating Environmental Review, Transportation Planning and Stormwater Review Guidebooks to help Collier County illustrate their code requirements and processes in a user-friendly way for the public and the development community.
 - Golden Gate Parkway Overlay – Laura managed preparation of graphics, Land Development Code Amendments, and public involvement efforts to draft a new Golden Gate Parkway Overlay district and corresponding Regulating Plan that lays out a primary and secondary street network featuring a mixed-use Activity Center and walkable pedestrian corridor.
- **Collier County U.S. 41 Corridor Study** - Laura managed the County's public planning process to determine the commercial land uses most desired by the community and develop incentives to promote those desired land uses. This includes baseline data collection and analysis, public engagement, and identifying recommendations and incentive options for managing development along the corridor consistent with the community vision.
- **Collier County School District** - Laura managed and prepared feasibility studies and consistency review applications to determine facility planning, zoning, engineering and site design constraints for five proposed school and bus facility sites for Collier County School District including School JJ near Thomasson Drive, School EEE in Golden Gate Estates, Immokalee Career and Service Center site, Immokalee Tradeport site, S.R. 29 site, and Section 25 site near Immokalee.
- **Collier MPO Planning Services** - Laura coordinated with community stakeholders and performed existing conditions inventory with GIS documentation of all existing pedestrian facilities, destinations with ¼ walkability buffers, transit facilities, and crash data for the 2013 Naples Park Walkable Community Study. She also coordinated qualitative survey and recommendations for the 2014 Collier MPO Pedestrian and Bicycle Safety Study.
- **Lee County General Planning Services** - Provide continuing professional planning services to Lee County, including management of analysis and expert planning services to determine development feasibility options for property impacted by expansion of right-of-way for the Plantation Road/Crystal Drive Round-about.
- **Fort Myers Community Redevelopment Agency** - Provide professional planning services including Cleveland Avenue Land Development Code Amendments and public involvement coordination to establish new Overlay Code to encourage lot assembly, promote mix of uses, and incentivize pedestrian realm improvements along the Cleveland Avenue Corridor within the City's Redevelopment Area boundary.
- **Fort Myers 2010 Downtown Plan, Acquest/City of Fort Myers** - Provided planning support through the adoption of the 2010 Riverfront Development Plan including re-drafting and re-mapping for the area north of Bay Street and between the two US 41 bridges. Services included preparation of TMDL grant and State Revolving Fund loan applications that resulted in award of \$768,164.
- **Southwest Florida International Airport Planning** - Laura manages the continuing planning services for the 6,400-acre airport property and 7,000+ acre Airport Mitigation Park. Projects include the Skyplex Land Use Analysis, Demand-based Market Analysis, and Comprehensive Plan Amendments and Land Development Code Amendments to support permitting of non-aviation development along the Daniels Parkway corridor. Laura also helped develop an RSW Research Compatibility Report, and Schematic Plan for the 2,520-acre area north of Runway 6-24.

MICHELE NEWBURY CAD Technician II



mnewbury@johnsoneng.com
239.461.2428

Years Experience
17 years

Education/Training
Three Years at Lee County High
Tech Drafting and Design
Program

Michele has been with Johnson Engineering for 17 years as a CAD Technician II for the transportation department and has worked on various projects throughout Southwest Florida. Michele is familiar with FDOT Plan Preparation Assembly and the FDOT Design Criteria and Processes necessary to complete projects. Michele has several years of experience and familiar with multiple CAD platforms and software, including AutoCad and Microstation/Geopak, to make production of our plans as efficient as possible, utilizing; FDOT Roadway Design Standardizations, FDOT CAD Standards, AASHTO Standards, FDOT Greenbook Standards, and the MUTCD Design Standards.

Relevant Experience

- ✎ **North Naples Sidewalks, Collier County** - Design team member for this sidewalk improvement project. Improvements included sidewalk, associated drainage and driveway reconstruction. This project was Federally Funded through FDOT's LAP program.
- ✎ **S.R. 84, Collier County** - Design team member for the Utility Work by Highway Contractor Agreement Plans in placement and relocation of one mile of utilities. Design team member for the UWHCA Dewatering Plans, and also Post-Construction Record Drawings for the UWHCA utilities.
- ✎ **S.R. 90/U.S. 41, Collier County** - Design team member for of Utility Work by Highway Contractor Agreement Plans in the placement and relocation of four miles of utility work along the State Road's corridor.
- ✎ **Helms Road, Hendry County** - Design team member of approximately three miles of new four-lane roadway in Hendry County including all associated drainage
- ✎ **Old CR 78 Sidewalks, Hendry County** - Lead designer for this LAP funded sidewalk project. This project consisted of design of 0.5 miles of sidewalk along a two-lane undivided rural roadway.
- ✎ **C.R. 78, Phases 1-5 Design, Hendry County** - Design team member for two miles of FDOT funded sidewalks along the C.R. 78 Corridor that includes resurfacing roadway, shoulder, and construction and drainage improvements. This project is currently underway.
- ✎ **Turner Intersection, DeSoto County** - Design team member for this intersection improvement project in DeSoto County. Improvements included the addition of turn lanes, sidewalk reconstruction, signalization and milling and resurfacing. This project was Federally Funded through FDOT's LAP program.
- ✎ **Six Mile Cypress Parkway, Lee County** - Design team member for design of three miles of two to four-lane roadway widening and drainage and utility improvements.
- ✎ **S.R. 739 (Metro Parkway), Lee County** - Design team member for three miles of new six-lane roadway including a bridge over a railroad.
- ✎ **S.R. 31, Lee County** - Design team member for four miles of two to four lane roadway widening including conveyance drainage adjacent to Babcock Ranch in Lee and Charlotte County.
- ✎ **The Brooks, North Outfall Conveyance, Lee County** - Design team member for the design of Lee County's LAP consisting of the re-design of one mile of conveyance parallel to U.S. 41 between Corkscrew Road and Williams Road. This project is currently underway.
- ✎ **Aqui Esta Drive, Charlotte County** - Design team member for two miles of two-lane roadway reconstruction including utility relocation and bridge replacement of the Venice Canal, and design team member of plans and record drawings for one mile of sidewalk constructed parallel to Aqui Esta Drive.
- ✎ **Del Prado Boulevard, City of Cape Coral** - Design team member for two miles of four to six-lane roadway widening including drainage and multiple bridges. Including utility relocation plans.
- ✎ **Three Oaks Imperial Parkway, City of Bonita Springs** - Design team member for four miles of new four-lane roadway and one mile of four to six-lane widening construction including a 285 foot bridge, drainage and signalization. Including utility relocation and as-built plans.
- ✎ **Piper Road, Charlotte County** - Design team member for four miles of new four-lane roadway design.
- ✎ , permitting, signalization and signing and marking. This project is currently underway.
- ✎ **S.R. 45, Charlotte County, City of Punta Gorda** - Design them member for four miles of multi-use recreational trail parallel to State Road 45/US 41.

TREMAINE WHITFIELD Designer III



twhitfield@johnsoneng.com
813.751.2657

Years' Experience 20 years

Education/Training
B.S. Computer Visualization
Technology (2001),
ITT Technical Institute

Tremayne joined Johnson Engineering in 2004 and works in the transportation group as a Designer III. Tremayne has 20 years of experience and training in roadway design utilizing FDOT standardization. Along with his experience, he possesses excellent organizational skills, highly motivated, creative and commended for being a hard and resourceful employee. His skills include an array of software for not only roadway design, but also computer visualization.

Design Experience

- **5th Avenue Sidewalks, City of Naples** - Lead design technician for the design of HUD-funded new sidewalks and associated drainage, permitting and service during construction.
- **FPID #435118-1-38-01: Vanderbilt Beach Road Bike Lanes, Collier County** - Lead design technician for a LAP funded project which included the design of bicycle lane improvements on Vanderbilt Beach Road from Vanderbilt Drive (C.R. 901) to Gulf Pavilion Drive.
- **Edgewater/Flamingo Improvements, Charlotte County** - Tremayne is the lead design technician on this 4-mile, two to four-lane roadway reconstruction and realignment project in Charlotte County. The phased project is in the preliminary design stages and includes associated drainage, utilities, lighting, signing and marking and three bridges.
- **Corkscrew Road, Lee County** - Tremayne was the lead design technician for the Corkscrew widening improvements. This phased project includes approximately 4.5 miles of roadway lighting, drainage, utilities, street lighting, and signalization. With Phase 1 under construction and Phase 2 in final design.
- **U.S. 301 and County Road 54 Intersection Improvements, Pasco County** - The U.S. 301 and County Road 54 project consists of adding left turn lanes to County Road 54 on both sides of U.S. 301, a dedicated westbound right turn lane on the east side of U.S. 301 and the redesign of the existing traffic signal as a result of the additional lanes. Tremayne is the lead design technician responsible for roadway, signal, and drainage plan production.
- **C.R. 54 Phase 2, Pasco County** - Tremayne was the lead design technician for the design and permitting of approximately 1.25 miles of roadway improvements in Zephyrhills. Improvements included roadway widening, drainage modifications, turn lane additions, signal relocation and design, intersection realignment, signing and pavement marking, sidewalk and multi-use path.
- **Bell Lake Road Safety Improvements, Pasco County** - The Bell Lake Road project from east of U.S. Highway 41 to Alpine Road consisted of a road widening, new sidewalk, watermain adjustments and drainage improvements within a constrained right-of-way. Tremayne was the lead design technician responsible for roadway, drainage, and utility plan production.
- **Starkey Boulevard and Alico Pass, Pasco County** - Tremayne was the lead design technician for the design and permitting of intersection improvements requiring significant utility coordination to ensure that the project design was completed within schedule. The project also included enhanced right-of-way landscape design to address aesthetic concerns expressed by the community. Design elements included modifications to drainage (to meet requirements for an ERP exemption), addition and/or modification of sidewalks, utility adjustment and permitting.
- **Collier Parkway Intersection Improvements, Pasco County** - The Collier Parkway project from Collridge Drive to Richardson Lane consists of widening Collier Parkway to the north to add left turn lanes onto Bell Lake Road and Whitner Drive. Tremayne is the lead design technician on this project responsible for roadway, and drainage plan production.
- **7th Street Complete Streets/Alternatives Analysis, Dade City** - Tremayne was the lead design technician who prepared the color concept alternatives depicting the complete streets alternatives analysis for the 7th Street corridor between Florida Avenue and Pond Avenue through downtown Dade City. Concept alternatives included the consideration of bicycle lanes, landscaped improvements and other modifications in an effort to provide safe, convenient and comfortable travel and access for users of all ages and abilities regardless of their mode of transportation.
- **10th Street Sidewalk, Dade City** - Tremayne was the lead design technician of this half mile long sidewalk meeting Americans with Disabilities Act (ADA) requirements. Challenges related to this project through an established residential area included (existing) steep driveways and a significant amount of existing fences and landscaping in conflict with the design.

JENNIFER CHROVIAN

Contract Support Specialist/LAP Compliance



jlc@johnsoneng.com
239.461.2463

Years Experience

32 years

Education/Training

A.S. Engineering (1995)
Edison Community College

FDOT EEO Construction
Contract Compliance

FDOT LAPIT

FDOT Specifications
Package Preparation

Microsoft Project

Microsoft PowerPoint

Jennifer joined Johnson Engineering in 2003 as an administrative assistant for the transportation department. She is responsible for providing administrative services for both the design and CEI groups. Jennifer is proficient in Word, Excel, Publisher, Project, and PowerPoint. She reviews and formats reports, letters and proposals, prepares contracts, transmittals, meeting minutes, adds engineer's notes and mark-ups to shop drawings, electronic filing, and more. She was initially part of the team writing the electronic filing manual and has also trained users of the program for the company. She is on the Johnson Engineering's Administrative Standards Sub-Committee and assisted in preparing an administrative standards manual for the company. Her experience as an administrative assistant began with working for architectural and general construction firms.

Experience

- **American Recovery and Reinvestment Act (ARRA) and Local Agency Program (LAP) EEO Coordination Services** - Providing services necessary to administer and coordinate ARRA and LAP contract compliance monitoring for the Lee County Department of Transportation, Hendry County Engineering, City of Fort Myers Engineering Department, and Collier County Growth Management Division. These services include recordkeeping and reporting of contractor Equal Employment Opportunity (EEO) compliance, Disadvantaged Business Enterprise (DBE) / Affirmative Action (AA) Plan compliance, wage and payroll compliance (including interviews and verification of payrolls), monthly invoice and associated documentation review, preparation of pre-construction documentation and minutes as well as closeout preparation for EEO compliance and FDOT audits.
 - **Projects administered for Lee County**
 - FPID #426746-1-58-01: Buckingham Road Paved Shoulders - Phase I (ARRA - \$290,000)
 - FPID #426746-2-58-01: Buckingham Road Paved Shoulders - Phase II (ARRA - \$390,000)
 - FPID #426748-1-58-01: Summerlin Road at Sanibel Toll Plaza - Bike Lane / Intersection Improvements (ARRA - \$315,000)
 - FPID #426750-1-58-01: Daniels Parkway at Bell Tower Shops - Adding Turn Lanes (ARRA - \$500,000)
 - FPID #426752-1-58-01: Sunshine Boulevard at CR 884 (Lee Boulevard) - Adding Turn Lanes (ARRA - \$550,000)
 - FPID #428382-1-58-01: Business Way and South Loop Drive - Adding Sidewalks (LAP - \$65,000)
 - FPID #429837-1-58-01: Sunniland Boulevard and 25th Street Sidewalks (LAP - \$357,000)
 - **Projects administered for Hendry County**
 - FPID #416230-1-58-01: SR 80 at Forrey Drive and Collingswood Parkway - Adding Light Poles (LAP - \$84,000)
 - **Projects administered for the City of Fort Myers**
 - FPID #425554-1-58-01: Tarpon Street Sidewalk - Adding Sidewalk (LAP - \$70,000)
 - **Projects administered for Collier County**
 - FPID #429900-1-58-01: Golden Gate City Sidewalks along 20th Court SW, 46th Terrace SW & 48th Street SW (LAP - \$420,000)
 - FPID #430879-1-58-01: East Naples Sidewalk Improvements (LAP - \$270,000)
- **Colonial Boulevard Widening CEI, Lee County** - Tasks included preparation of meeting minutes, electronic filing of project files and correspondence, etc.

BUSINESS & PROFESSIONAL LICENSES

**State of Florida
Department of State**


I certify from the records of this office that JOHNSON ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on November 3, 1967.

The document number of this corporation is 322710.

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

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

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



[Signature]
Secretary of State

Tracking Number: 180322974JCC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.
<https://services.sosbiz.org/VillageCertificateOfStatusCertificateAuthentication>

AICP

**THE AMERICAN INSTITUTE OF
CERTIFIED PLANNERS**

LAURA KATHARINE SPURGEON

Has qualified as a
Member

with all benefits of a Certified Planner and responsibility to the AICP Code of Ethics and Professional Conduct.

Membership Certificate Number 016747

July 1, 2001

[Signatures]
President Executive Director

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HILDEBRAND, JOSHUA JAMES
3305 15TH AVENUE SW
NAPLES FL 34117

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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BELL, RYAN K.
25007 67TH AVE E
MYAKKA CITY FL 34251

LICENSE NUMBER: PE60010
EXPIRATION DATE: FEBRUARY 28, 2025
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Licensee Details

License Information
Name: JOHNSON ENGINEERING INC (Primary Name)
Main Address: PO BOX 1550 FORT MYERS Florida 33902 LEE
County:
License Mailing:
License Location:

License Information
License Type: Registry
Rank: Registry
License Number: 642
Status: Current
License Issue Date: 05/10/1977
Expires:

Special Qualifications Qualification Effective

Alternate Names

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2861 Star Shores Road, Tallahassee, FL 32399 -- Email: Customer.Contact.Center -- Customer Contact Center: 850-487-1355

Transportation Professional Certification Board Inc.

certifies that
Joshua James Hildebrand
has met all of the requirements established by the Certification Board to use the title of
PROFESSIONAL TRAFFIC OPERATIONS ENGINEER
and as authorized by the Certification Board and subject to the provisions for renewal Certificate number 3538 issued in Washington, D.C. U.S.A. November 20, 2013

[Signatures]
Chairman Executive Director

Transportation Professional Certification Board Inc.

certifies that
Ryan K. Bell
has met all of the requirements established by the Certification Board to use the title of
PROFESSIONAL TRAFFIC OPERATIONS ENGINEER
and as authorized by the Certification Board and subject to the provisions for renewal Certificate number 2832 issued in Washington, D.C. U.S.A. April 14, 2010

[Signatures]
Chairman Executive Director

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HOLMES, LEAH MARIE
2112 SW 19TH AVE
CAPE CORAL FL 33991

LICENSE NUMBER: PE88359
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.

myfloridalicense.com/relationList.asp?record_cnt=1&LicId=2700471&LName=&datefrom=&LicNum=&date= &Fname=&Cate...

Licensee					
Name:	HOWARD, LONNIE V.	License Number:	53167		
Rank:	Professional Engineer	License Expiration Date:	02/28/2025		
Primary Status:	Current	Original License Date:	08/17/1998		
Secondary Status:	Active				

Related License Information						
License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
642	Current	JOHNSON ENGINEERING INC	Registry	05/23/2012	Registry	

**2022-2023
LEE COUNTY LOCAL BUSINESS TAX RECEIPT**

Account Number: 1030521
Receipt Number: 1005737
State License Number:

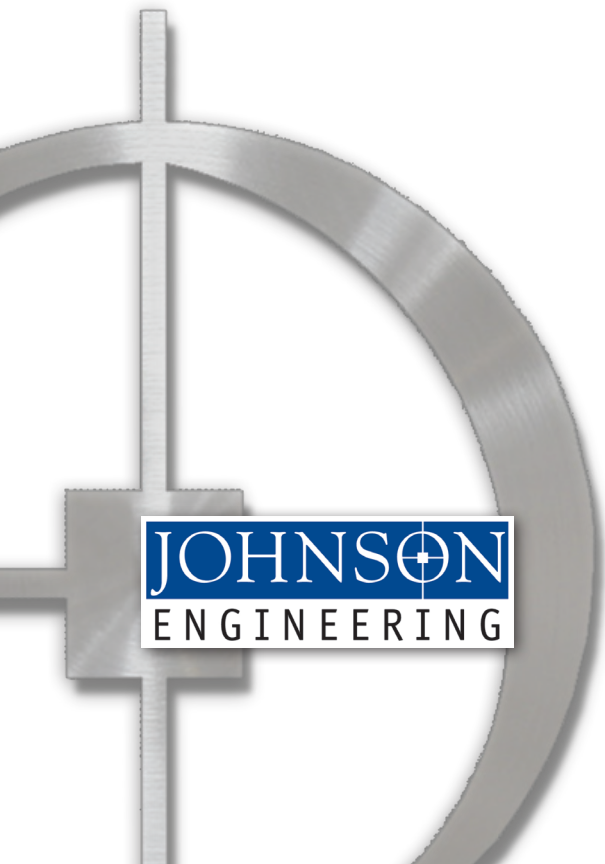
Location:
2122 JOHNSON ST
FT MYERS, FL 33901

JOHNSON ENGINEERING INC
JOHNSON ENGINEERING INC
2122 JOHNSON ST
FT MYERS, FL 33901

May engage in the business of:
SITE LICENSE

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:
PAID 09/22/2022 \$20.00



Approach

The Village of Estero is seeking professional services for a Village-Wide Traffic Study. It is our understanding that a single engineering firm will be selected for the traffic data collection, traffic modeling, and analysis. We believe this project is a great fit for our firm's abilities and we proudly offer our approach and understanding.

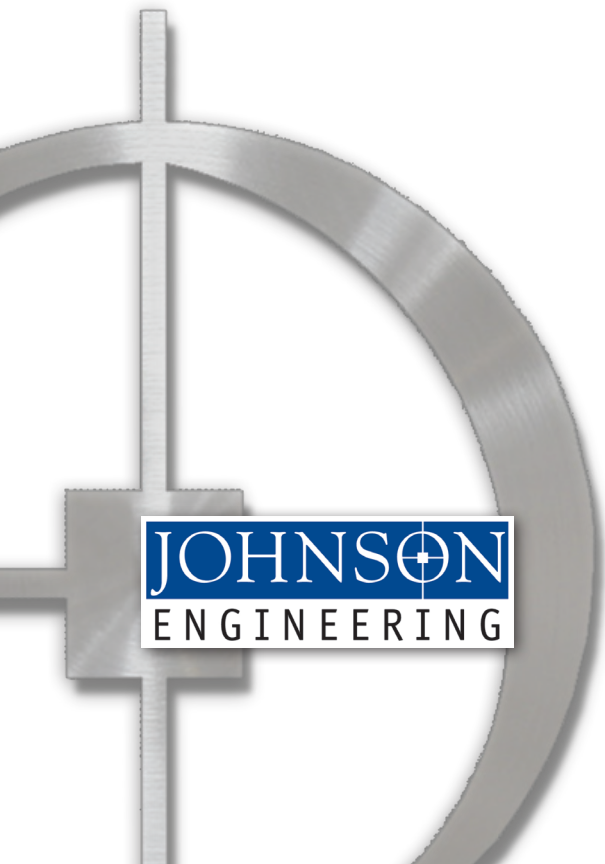
This project will entail 24-hour bi-directional traffic counts at 12 roadway locations throughout the Village of Estero along with intersection turning movement counts at 24 intersections. Our staff is familiar with this type of data collection and in fact have collected traffic data at several of these locations in the past. Our focus will be to identify the key components to ensure this project stays on track and is completed in a timely manner.

We are very familiar with what it takes to successfully deliver a project on schedule and believe our firm's multi-faceted expertise is particularly conducive to performing within deadlines. It is our belief that good communication is fundamental to the success of any project. We pride ourselves on quick and complete responses to your needs or concerns. Not only will you be able to contact us at any time, but we will make sure to contact you as soon as any information pertaining to the project needs to be relayed. While working with you, responsiveness to your interests and budget are our sole priority.

With each draft report submittal, we recommend a face-to-face project team meeting. In this meeting, we will present our findings along with an explanation of where we are and how we arrived there. We will present our traffic study methodology and assumptions and identify any findings. Most importantly, we will ask the questions that must be addressed for us to proceed with the final report. Often, we can address the issues right then and there and leave the meeting with the information we need to keep moving forward. This also significantly reduces staff's review time. We have used this process successfully in the past, saving time and promoting shared understandings that result in successful outcomes.

We live in the community in which we do business, and we believe strongly in our ability to improve our community through superior services. Our team has the knowledge and skills necessary to perform quality work, as demonstrated by our past performance. It gives us all great pride to drive through an intersection or roadway improvement effort that we were fortunate enough to have played a role in implementing. We want nothing less than our best on display, and we want it to stand the test of time. Our firm is qualified, competent and confident that we are the right firm for the job. We know how to effectively and efficiently complete a wide array of projects while working closely with the Village of Estero project managers to provide successful results. We are dedicated to serving the Village of Estero in this Village-Wide Traffic Study and we look forward to your favorable review.





VILLAGE OF ESTERO, FLORIDA
PROPOSAL QUOTE FORM
FOR
VILLAGE-WIDE TRAFFIC STUDY UPDATE

DATE SUBMITTED: 8/10/2023

VENDOR NAME: Johnson Engineering, Inc.

TO: The Village of Estero
Estero, Florida

Having carefully examined the “General Provisions”, and the “Special Provisions”, all of which are contained in the Contract Documents, the Undersigned proposes to furnish the following which meets these specifications:

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE VILLAGE OF ESTERO WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE VILLAGE WILL POST ADDENDA TO THIS WEB PAGE BUT WILL NOT NOTIFY.

The undersigned acknowledges receipt of Addenda numbers: N/A


Michael Dickey, PE, Vice President/Chairman

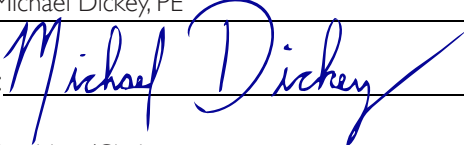
TO BE STARTED IMMEDIATELY AFTER RECEIPT OF NOTICE TO PROCEED.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED VENDOR HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS RESPONSE WITH OTHER VENDORS AND HAS NOT COLLUDED WITH ANY OTHER VENDOR OR PARTIES TO A RESPONSE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS.

FIRM NAME Johnson Engineering, Inc.

BY (Printed): Michael Dickey, PE

BY (Signature): 

TITLE: Vice President/Chairman

FEDERAL ID # OR S.S.# 59-1173834

ADDRESS: 2122 Johnson Street

Fort Myers, FL 33901

PHONE NO.: (239) 334-0046

FAX NO.: N/A

CELLULAR PHONE NO.: (239) 872-4057

E-MAIL ADDRESS: mdickey@johnsoneng.com

VILLAGE OF ESTERO, FLORIDA VENDOR DISCLOSURE FORM

Project No.: RFQ 2023-05

Project Name: Village-Wide Traffic Study Update

Please check as appropriate:

 I am the sole proprietor/owner. The company is not publicly held.

 X The company is not publicly held.
The names and addresses of the owners having a greater than 5%
interest is attached.

 The company is publicly held.
The names and addresses of the owners having a greater than 5%
interest is attached.

I do hereby certify that to the best of my knowledge and belief certify that the information above and attached is true and correct.

Signed: 
Vendor

Printed Name Michael Dickey, PE, Vice President/Chairman

Company Name: Johnson Engineering, Inc.

Date: 8/10/2023

NAMES & ADDRESSES OF OWNERS

NOTE: Please list individuals; the listing of a corporation(s) is **NOT** acceptable.

Lonnie V. Howard - 2122 Johnson Street, Fort Myers, FL 33901 17.3%

Michael Dickey - 2122 Johnson Street, Fort Myers, FL 33901 11.2%

Ryan Bell - 2122 Johnson Street, Fort Myers, FL 33901 9.7%

Dana Hume - 2122 Johnson Street, Fort Myers, FL 33901 9.2%

Matt Howard - 2122 Johnson Street, Fort Myers, FL 33901 7.4%

Andrew Tilton - 2122 Johnson Street, Fort Myers, FL 33901 6.2%

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFQ 2023-05

PROJECT NAME: Village-Wide Traffic Study Update

VILLAGE OF ESTERO WILL NOT INTENTIONALLY AWARD VILLAGE CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

VILLAGE OF ESTERO MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY VILLAGE OF ESTERO.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Johnson Engineering, Inc.

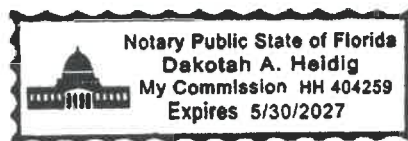
Michael Dickey Michael Dickey, PE, Vice President/Chairman 8/10/2023
Signature Title Date

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 10th day of August 2023, by Michael Dickey, PE who has produced
(Print or Type Name)

personally known as identification.
(Type of Identification and Number)

Dakota Heidig
Notary Public Signature



Dakota Heidig
Printed Name of Notary Public

HH404259/5/30/2027
Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

PUBLIC ENTITY CRIME FORM

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to Village of Estero
(Print name of the public entity)
- by Michael Dickey, PE, Vice President/Chairman
(Print individual's name and title)
- for Johnson Engineering, Inc.
(Print name of entity submitting sworn statement)
- whose business address is 2122 Johnson Street, Fort Myers, FL 33901
- (If applicable) its Federal Employer Identification Number (FEIN) is 59-1173834

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

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, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in 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 “affiliate” as defined in Paragraph 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 offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the 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 fair market value under an arm’s length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1) (c), 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 a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “~~person~~” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

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

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

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, 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 subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing 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 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 OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Michael Dickey
(Signature) Michael Dickey, PE

8/10/2023
(Date)

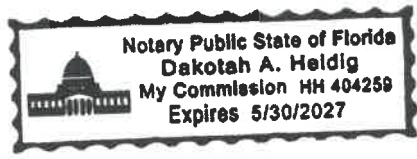
STATE OF Florida
COUNTY OF Lee

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Michael Dickey, PE
(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 10th day of August, 2 2023.

Dakota Heidig
(NOTARY PUBLIC)

My Commission Expires: 5/30/2027



Scrutinized Companies Certification

1. This sworn statement is submitted with a bid, proposal, contract, or contract renewal RFQ 2023-05
_____, for Village-Wide Traffic Study Update. **Project or contract**
number] [Project name]
2. This sworn statement is submitted by Johnson Engineering, Inc. whose
[Name of entity submitting sworn statement]
business address is 2122 Johnson Street, Fort Myers, FL 33901.
3. Federal Employer Identification Number (FEIN) is 59-1173834 (or
if the entity has no FEIN, include the Social Security Number of the individual signing this sworn
statement).
4. My name is Michael Dickey, PE and my relationship to the
above is: **[Please print name of individual signing]**

Vice President/Chairman.
5. Based on information and belief, the certification, which I have marked below, is true in relation to the
entity submitting this sworn statement as required by §287.135, Florida Statutes.

[] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)

The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List nor is it engaged in a boycott of Israel.

The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List or is actively engaged in a boycott of Israel..

[] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for \$1 Million or more)

The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.

The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for \$1 Million or more)

The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[] Business Operations in Cuba or Syria (bid, proposal or contract renewal for \$1 Million or more)

The entity submitting this sworn statement does not have business operations in Cuba or Syria.

The entity submitting this sworn statement does have business operations in Cuba or Syria.

Pursuant to §287.135, Florida Statutes, if the Village determines the entity executing this Certification has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after this certification is executed, any associated contract with the Village may be subsequently terminated by the Village. Similarly, if the Village determines the entity is found to have submitted a false certification, is

later placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations with Cuba or Syria, the Village may terminate any associated contracts with the entity.

Notwithstanding any other contract language to the contrary, the entity executing this Certification expressly assents to the termination provisions included herein as binding upon any contracts between it and the Village.

By the signature(s) below, I, the undersigned, as authorized signatory to commit the certifying entity, attest that the information as provided in this form is truthful and correct at the time of submission.

Michael Dickey
AFFIANT
Vice President/Chairman
Title

Michael Dickey, PE
Typed Name of AFFIANT

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was executed before me this 10th day of August, 2023,
by Michael Dickey, PE as Vice President/Chairman of
Johnson Engineering, Inc., who personally swore or affirmed
that he/she is authorized to execute this document and thereby bind the Corporation, and who is
personally known to me OR has produced _____
as identification.



(stamp)

Dakotah Heidig
NOTARY PUBLIC, State of Florida

VILLAGE OF ESTERO - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your response package. Please check off each of the following items as the necessary action is completed:

- 1. The Solicitation has been signed and with corporate seal (if applicable).
- N/A 2. The Solicitation prices offered have been reviewed (if applicable).
- N/A 3. The price extensions and totals have been checked (if applicable).
- N/A 4. Substantial and final completion days inserted (if applicable).
- N/A 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
- N/A 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- N/A 7. All modifications have been acknowledged in the space provided.
- 8. All addendums issued, if any, have been acknowledged in the space provided.
- 9. Licenses (if applicable) have been inserted.
- 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
- 12. The following Forms completed/signed/notarized as required: Vendor Disclosure Form, Affidavit Certification Immigration Laws, Insurance Certificate, Public Entity Crime Form, Trench Safety Form, Bid Bond and/or Certified Check, Scrutinized Companies Certification.
- 13. Any Delivery information required is included.
- 14. The mailing envelope has been addressed to:
Village of Estero
9401 Corkscrew Palms Circle #101
Estero, FL 33928
- 15. The mailing envelope MUST be sealed and marked with:
Solicitation Number
Opening Date and/or Receiving Date
- 16. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)
- N/A 17. If submitting a "NO BID" please write Solicitation number here _____
and check one of the following:
 Do not offer this product Insufficient time to respond.
 Unable to meet specifications (why)
 Unable to meet bond or insurance requirement.
Other: _____

Company Name and Address: