

SECOND AMENDMENT TO AGREEMENT FOR

GENERAL PLANNING SERVICES CONSULTANT, INCLUDING ASSIGNMENT AND RENEWAL

This AMENDED AGREEMENT is made this	day of,	2021,	for	General	Planning
Services Consultant by and between:					

CITY OF OAKLAND PARK, a municipal corporation organized and existing under the laws of the State of Florida whose address is 3650 NE 12 Avenue, Oakland Park, FL 33334, hereinafter "City",

and

TRANSYSTEMS CORPORATION D/B/A TRANSYSTEMS CORPORATION CONSULTANTS ("TRANSYSTEMS"), a Missouri land planning and development firm professional corporation authorized to do business in the State of Florida, located at 2400 Pershing Road, Suite 400, Kansas City, MO 64108, hereinafter "CONSULTANT."

City and CONSULTANT may each be referred to herein as "party" or collectively as "parties".

WHEREAS, on October 17, 2018, the City entered into an Agreement ("Original Agreement"), R-2018-151, for a General Planning Services Consultant with The Mellgren Planning Group, Inc. ("Mellgren"), an urban planning company located in Fort Lauderdale, FL, pursuant to the City's Request for Qualifications (RFQ) for General Planning Services Consultant, RFQ #030218; and

WHEREAS, on July 13, 2020, Mellgren sold substantially all of its assets to SEPI Engineering & Construction, Inc, ("SEPI"); and

WHEREAS, on August 11, 2021, Mellgren submitted a written request to the City to consent to the assignment of the Original Agreement to SEPI, and City consented to the assignment via an Amended Agreement dated October 6, 2021 (Exhibit "A"); and

WHEREAS, the Amended Agreement further included a 2-year renewal of the contract term for the period October 17, 2021, through October 16, 2023, and the adoption of the firm's then-current professional service rates; and

WHEREAS, on May 10, 2023, CONSULTANT informed the City that it purchased SEPI effective September 20, 2022 ("Exhibit B"), and that subject to the City's consent, it seeks to assume all of the rights and obligations of SEPI under all of the active Contracts between SEPI and the City; and

- **WHEREAS**, the City desires to contract with CONSULTANT, and consents to the assignment of the Original Agreement; and
- **WHEREAS**, the initial term of the Original Agreement was for three (3) years and that term expired on October 16, 2021; and
- **WHEREAS**, the Original Agreement provided for an option to renew for two (2) additional 2-year periods, subject to the mutual written consent of the Parties, and the Parties renewed the Original Agreement for the first 2-year term effective October 17, 2021, through October 16, 2023; and
- **WHEREAS**, the Parties seek to exercise the second and final 2-year renewal option for the period October 17, 2023, through October 16, 2025, and
- **WHEREAS**, the Parties seek to adopt the CONSULTANT'S current professional service rates, attached hereto as "EXHIBIT C", and
- **WHEREAS**, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect, and
- **WHEREAS**, the Parties agree that all other original terms & conditions remain the same as in the Original Agreement.
- **NOW**, **THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:
- **Section 1.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement.
- <u>Section 2.</u> The Original Agreement is hereby renewed for the second and final 2-year term which shall commence on October 17, 2023, and terminate on October 16, 2025.
- Section 3. Scrutinized Companies. CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
 - 3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
 - 3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

- 3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
- 3.2.2 Is engaged in business operations in Syria.

<u>Section 4.</u> <u>E-Verify.</u> CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 Definitions for this Section:

- 4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, CONSULTANT or consultant.
- 4.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- 4.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- 4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;
- 4.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the CITY OF OAKLAND PARK. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY OF OAKLAND PARK; and
- 4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract

is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 5. That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ARK
IANAGER
Shaup Vice President
- 1

STATE: FLORIDA COUNTY:	<u>d</u>
Sworn to (or affirmed) an	ad subscribed before me this 18 day of Start
	Name of person making statement
(NOTARY SEAL)	Signature of Notary Public - State of Florida
./	Name of Notary Typed, Printed, or Stamped
Personally Known	OR Produced Identification
Type of Identification Pro	duced



AMENDED AGREEMENT FOR GENERAL PLANNING SERVICES CONSULTANT INCLUDING ASSIGNMENT

This AMENDED AGREEMENT is made this <u>Ce</u> day of <u>Cetabul</u>, 2021, for General Planning Services Consultant by and between:

CITY OF OAKLAND PARK, a municipal corporation organized and existing under the laws of the State of Florida whose address is 3650 NE 12 Avenue, Oakland Park, FL 33334 ("City)",

and

SEPI ENGINEERING & CONSTRUCTION, INC., a North Carolina land planning and development firm professional corporation authorized to do business in the State of Florida, located at 1 Glenwood Avenue, Suite 600, Raleigh, NC 27603, hereinafter "CONSULTANT."

City and CONSULTANT may each be referred to herein as "party" or collectively as "parties".

WHEREAS, on October 17, 2018, the City entered into an Agreement ("Original Agreement"), R-2018-151, for a General Planning Services Consultant with The Mellgren Planning Group, Inc. ("Mellgren"), an urban planning company located in Fort Lauderdale, FL, pursuant to the City's Request for Qualifications (RFQ) for General Planning Services Consultant, RFQ #030218; and

WHEREAS, on July 13, 2020, Mellgren sold substantially all of its assets to CONSULTANT; and

WHEREAS, on August 11, 2021, Mellgren submitted a written request to the City to consent to the assignment of the Original Agreement to CONSULTANT ("Exhibit A"); and

WHEREAS, the City desires to contract with Mellgren's now parent company, the CONSULTANT, and consented to the assignment of the Original Agreement on August 24, 2021; and

WHEREAS, the initial term of the Original Agreement was for three (3) years and the Original Agreement expires on October 16, 2021; and

WHEREAS, the Original Agreement provides for an option to renew for two (2) additional 2-year periods, subject to the mutual written consent of the Parties, and the Parties seek to renew the Original Agreement for the first 2-year term beginning October 17, 2021 and ending October 16, 2023; and

WHEREAS, the Parties seek to further amend the Original Agreement to provide for adoption of CONSULTANT'S current professional service rates, attached hereto as "EXHIBIT B", and to ensure compliance with recent amendments to Florida law; and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect.

WHEREAS, the Parties agree that all original terms & conditions and price remains the same as in the Original Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The Original Agreement is hereby renewed for the first 2-year term which shall commence on October 17, 2021 and terminate on October 16, 2023. In accordance with the Original Agreement, the Parties, upon mutual written consent, upon expiration of the first renewal term, shall have the option to enter into one (1) final 2-year renewal term.

Scrutinized Companies. CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

- 3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- 3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

- 3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or
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<u>Section 4.</u> <u>E-Verify.</u> CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

4.1 Definitions for this Section:

- 4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, CONSULTANT or consultant.
- 4.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- 4.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- 4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;
- 4.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the CITY OF OAKLAND PARK. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the CITY OF OAKLAND PARK; and
- 4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for

a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 5. That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF OAKLAND PARK, a Florida municipal corporation

BY: CITY CLERK

R 202| 128

APPROVED AS TO LEGAL FORM:

BY: CITY ATTORNEY

WITNESSED BY: SEPI ENGINEERING & CONSTRUCTION

Jennifer Kiar Print name

Jeff Katims, AICP
Print name

Name: Michele Mellgren, AICP

Title: Vice President - Planning

STATE: FLORID COUNTY: Brown	
	and subscribed before me this 18th day of Michele Mellgren, AICP Name of person making statement Signature of Notary Public - State of Florida Jennifer Kiar Name of Notary Typed, Printed, or Stamped
Personally Known X Type of Identification	

The Mellgren Planning Group Inc. 3350 NW 53rd Street, Suite 101 Fort Lauderdale, Florida 33309

August 11, 2021

Re: General Planning Services, by and between The Mellgren Planning Group Inc. (the "Company") and the City of Oakland Park ("you" or "your"), dated as of August 11, 2021 (as amended, supplemented or otherwise modified from time to time, the "Agreement")

Ladies and Gentlemen:

Please be advised that on July 13, 2020, the Company sold substantially all of its assets (the "Transaction") to SEPI Engineering & Construction, Inc., a North Carolina professional corporation ("Buyer"). We appreciate your agreement to consent to the Transaction, and request that you countersign this letter to acknowledge (i) your consent to (A) the Transaction and (B) the assignment of the Agreement to Buyer in connection therewith (the "Assignment"), pursuant to and in accordance any applicable provisions of the Agreement, (ii) your confirmation that the Assignment will not constitute a breach, default, termination or otherwise alter, create or accelerate any rights or obligations of the parties under the Agreement, and (iii) your agreement that the Agreement will continue in full force and effect from and after the date of the Transaction.

This consent to the Transaction and the Assignment shall inure to the benefit of the Company and Buyer (who shall be a third-party beneficiary of this letter agreement) and their respective successors and assigns, and shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

The Transaction referenced herein is a confidential transaction. As such, we hereby request your agreement that (except to the extent required by law) you will not divulge any of the information contained herein or any information relating to the Transaction without the prior written consent of the Company and Buyer.

Your acknowledgment and agreement to the foregoing terms will be evidenced by your signature in the space provided below. Please sign and return an executed copy of this letter by facsimile to 954-475-9550 or e-mail of a scanned .pdf file to Michele@floridaplanning.net or Mmellgren@sepiinc.com at your earliest convenience. Your prompt attention to this matter is greatly appreciated. Please call me at 954-475-3070 with any questions regarding this letter.

Very truly yours,

THE MELLGREN PLANNING GROUP INC.

:

Michele Mellgren, President

Agreed to and accepted by:

City of Oakland Park

Title:

(Rev. October 2018) Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

interior	nevenue service Go to www.irs.gov/Formwa for ins	tructions and the late	st intorn	nati	ion.								
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Under	penalties of perjury. I certify that:												
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and													
3. l an	a U.S. citizen or other U.S. person (defined below); and												
4. The	FATCA code(s) entered on this form (if any) indicating that I am exemp	ot from FATCA reportin	ig is corre	ect.									
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related	Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted transactions by brokers) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)												
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	s include, but are not limited to, the following. n 1099-INT (interest earned or paid)	If you do not return be subject to backup										-	



RALEIGH NC
BEAUFORT NC
CHARLESTON SC
CHARLOTTE NC
FORT LAUDERDALE FL
PALMETTO FL

WILMINGTON NC

September 21, 2021

Peter M. Schwarz, AICP Director of Community and Economic Development City of Oakland Park 5399 North Dixie Highway Suite 3 Oakland Park, FL 33334

RE: Extension of Continuing General Planning Consulting Services

Dear Mr. Schwarz:

I am pleased to provide this letter of interest to extend our planning services in the City of Oakland Park. Since the contract inception, The Mellgren Planning Group has been acquired by SEPI Engineering & Construction, Inc., an award winning, multidisciplinary firm with offices throughout the southeast. The contract extension, therefore, should be assigned to SEPI. Notwithstanding the acquisition, please be assured that the same team members with whom you have worked over the years are here to serve the City.

We agree to the original terms and conditions of the contract, noting that our professional fees have been updated. These are shown on the attached rate sheet, which should be incorporated into the contract extension.

Sincerely,

Michele Mellgren, AICP Vice President - Planning



2021 TIME AND MATERIAL FEE SCHEDULE

RALEIGH 1 Glenwood Ave Suite 600 Raleigh, NC 27603 O: 919.789.997 F: 919.789.9591	PROFESSIONAL SERVICES: Sr. Planning Manager Planning Manager	RATE PER HOUR (\$) 185.00 175.00 150.00
CHARLOTTE	Senior Planner Planner	100.00
11020 David Taylor Dr Suite 300 Charlotte, NC 28262 O: 704.714.4880 F: 704.714.4885	Planner	
WILMINGTON	SUPPORT SERVICES:	
5030 New Centre Dr	Clerical	75.00
Suite B Wilmington, NC 28403 O: 910.523.5715 F: 910.523.5716	Project Administrative Assistant	85.00
CHARLESTON 176 Croghan Spur Rd Suite 208 Charleston, SC 29407	MISCELLANEOUS:	
O: 843.867.4243 F: 843.203.9049	Mileage Meals & Lodging	Mileage set at current federal travel rates Subcontracted Services Cost + 15%
BEAUFORT	Copies	0.15
2015 Boundary St Suite 233	Color Copies	0.75
Beaufort, SC 29902	Paper Prints (B Size, 12" x 18")	0.75
O: 843.929.6854	Color – B Size	3.50
FORT LAUDERDALE	Paper Prints (C Size, 18" x 24")	1.75
3350 NW 53 Street	Paper Prints (D Size, 24" x 36")	2.50
Suite 101	Paper Prints (E Size, 30" x 42")	2.75
Ft. Lauderdale, FL 33309	Color Plots or Mylar (C Size, 18" x 24")	20.00
O: 954.475.3070	Color Plots or Mylar (D Size, 24" x 36")	25.00
PALMETTO 503 8 Ave W Palmetto, FL 34221 O: 941.772.4561	Color Plots or Mylar (E Size, 30" x 42")	30.00



May 10, 2023

City of Oakland Park 3650 NE 12th Street Oakland Park, FL 33334

VIA EMAIL

RE: Internal Reorganization: Consent to Assignment of contracts listed in Exhibit I ("Contracts") to TranSystems Corporation d/b/a TranSystems Corporation Consultants ("Assignee").

To whom this may concern:

I am writing to inform you that TranSystems Corporation d/b/a TranSystems Corporation Consultants ("TranSystems") purchased SEPI Engineering & Construction, Inc., ("SEPI"), which effective September 20, 2022, has been merged into TranSystems (the "Transaction"). TranSystems now seeks to assume all of the rights and obligations of SEPI under all of the active Contracts between SEPI and the City of Oakland Park, FL.

The Transaction has significantly expanded our capabilities and strengthens our collective ability to provide services to the City of Oakland Park, FL. As a valued client, we assure you that you will not see any change in your relationship with the professionals providing the services under the Contracts. There will be no changes in the project management team, project account, or project staff providing services under the Contracts as a result of the Transaction. The effect of the Transaction is that SEPI will cease to be a party to the Contracts and TranSystems will become a party to the Contracts, on the same terms and conditions as prior to the closing of the Transaction. Further, TranSystems has all qualifications and licensing to continue to provide the services under the Contracts.

Included with this letter is an Assignment and Assumption Agreement with Novation (the "Agreement") signed by both SEPI and TranSystems covering each of the Contracts listed in Exhibit I to the Agreement.

We understand these Contracts require your consent to any assignment and novation. We respectfully request that you consent to assignment and novation for the Contracts substituting TranSystems in place of SEPI. We are also including a W-9 for TranSystems which references TranSystems' FEIN and payment information, along with the insurance certificates for TranSystems as the Assignee. Any questions regarding payment information should be directed to Harriet Sutton at (816) 329-8700, or hmsutton@transystems.com.

We sincerely appreciate our business relationship and the opportunity to continue providing you with high-quality services. If you have any questions or need further information, please feel free to contact me at mjcavanaugh@transystems.com. Thank you for your consideration.



Sincerely

Michael J. Cavanaugh SVP and General Counsel

enclosure(s):

- Assignment and Assumption Agreement with Novation
- Exhibit I Complete List of Open Contracts
- Exhibit II
 - TranSystems W-9
 - Merger/Acquisition Verification (Articles of Merger)
 - Certificate of Authority
 - Certification of Insurance
 - ACH Instructions



www.transystems.com

ASSIGNMENT AND ASSUMPTION AGREEMENT WITH NOVATION

This Assignment and Assumption Agreement with Novation ("<u>Agreement</u>"), dated as of May 10, 2023 (the "<u>Effective Date</u>"), is entered into by and between SEPI Engineering & Construction, Inc., a North Carolina corporation ("<u>Assignor</u>"), the City of Oakland Park, FL ("<u>Client</u>"), and TranSystems Corporation d/b/a TranSystems Corporation Consultants, a Missouri corporation, authorized to transact business in Florida ("<u>Assignee</u>"). Assignee's offices are located at 2400 Pershing Rd, Ste 400, Kansas City, MO 64108. Assignor, Assignee, and Client are individually referred to herein as "Party" or collectively as "Parties."

WHEREAS, Assignor and Assignee entered into a transaction effective September 20, 2022, whereby Assignee purchased Assignor ("<u>Transaction</u>");

WHEREAS, Assignor desires to assign to Assignee all of its rights and to delegate to Assignee all of its obligations under various service agreements as described on **Exhibit I** attached hereto (the "Contracts");

WHEREAS, the Assignor will cease to be a party to the Contracts and Assignee will become a party to the Contracts, on the same terms and conditions prior to the closing of the Transaction. Client will not see any change in the services provided as a result of the Transaction. There will be no changes in the project management team, project accounting, or project staff providing services under existing contracts as a result of the Transaction;

WHEREAS, the Client desires to release Assignor from its obligations under the Contracts and substitute Assignee as a party to the Contracts in Assignor's place; and

WHEREAS, Assignee desires to accept such assignment of rights and delegation of obligations under the Contracts.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor, Assignee, and Client agree as follows:

1. <u>Assignment and Assumption</u>.

- 1.1 <u>Assignment</u>. Assignor irrevocably assigns and transfers to Assignee all of Assignor's duties, rights, title, and interest in and to the Contracts.
- 1.2 <u>Assumption</u>. Assignee unconditionally accepts the assignment and transfer of Contracts and hereby totally assumes all of Assignor's rights, title interest, duties, obligations, and liabilities thereunder.
- 1.3 <u>Payment</u>. All monies due under the Contracts with respect to the services performed prior and after the Effective Date shall be paid to Assignee.



- 1.4 <u>Management</u>. All internal company management teams, project accounting, and project staff providing services to Client will not be affected by this Agreement.
 - 1.5 <u>Consent</u>. Client hereby consents to the Transaction.
- 2. <u>Novation</u>. The parties intend that this Agreement is a novation and that the Assignee be substituted for the Assignor. Client recognizes Assignee as Assignor's successor-in-interest in and to the Contracts. Assignee by this Agreement becomes entitled to all right, title and interest of Assignor in and to the Contracts in as much as Assignee is the substituted party to the Contracts as of and after the Effective Date. Client and Assignee shall be bound by the terms of the Contracts in every way as if Assignee is named in the novated Contracts in place of Assignor as a party thereto.

3. Miscellaneous.

- 3.1 <u>Further Assurances</u>. On the other party's reasonable request, each party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.
- 3.2 <u>Notices</u>. Each party shall deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the other party at its address on record with the Assignee. Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees pre-paid), e-mail, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
- 3.3 <u>Severability</u>. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- 3.4 <u>Entire Agreement.</u> This Agreement, together with all related exhibits, is the sole and entire agreement of the parties to this Agreement regarding the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.
- 3.5 <u>Amendment and Modification</u>. No amendment to this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by an authorized representative of each party to this Agreement.
- 3.6 <u>Waiver</u>. No waiver under this Agreement is effective unless it is in writing and signed by an authorized representative of the party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following is a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement: (i) any failure or delay in exercising any right,



remedy, power, or privilege or in enforcing any condition under this Agreement; or (ii) any act, omission, or course of dealing between the parties.

- 3.7 <u>Cumulative Remedies</u>. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties or otherwise. Despite the previous sentence, the parties intend that Indemnified Party's rights under Section 6 are its exclusive remedies for the events specified therein.
- 3.8 <u>Choice of Law</u>. This Agreement and exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Florida, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.
- 3.9 <u>WAIVER OF JURY TRIAL</u>. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS AND SCHEDULES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY ABOUT ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS OR SCHEDULES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.
- 3.10 <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Effective Date first shown. **ASSIGNOR: ASSIGNEE:** SEPI Engineering & Construction, Inc TranSystems Corporation Date: 4-6-2023 Date: 4-6-2023 Signature: Signature: Steven L.Thomas Michael J. Cavanaugh Name: Name: SVP and General Counsel Title: VP and COO Title: Client herby acknowledges the assignment of Contracts from Assignor to Assignee as described above. CLIENT: City of Oakland Park Date: Name: Title: Signature: Date: Title: Name:

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the

EXHIBIT I CONTRACTS

The following list of Contracts are hereby assigned from Assignor to Assignee, as of the Effective Date first shown.

Assignee is approved and pre-qualified to take over the Contracts.

Client Contract Number or Stand-	Project Name	Project	Contract
Alone PO Number		Number	Date
RFQ#030218	General Planning Services, 3YR On-Call Contract	TBD	10-06-2021

The taxpayer ID for the Assignee is 43-0839725.

Attached Documentation:

- TranSystems W-9
- Consultant Information Form
- Merger/Acquisition Verification (Articles of Merger)
- Copy of State Vendor Registration
- Certification of Insurance
- ACH Instructions

The Assignee is covered under the same insurance policy as Assignor which remain(s) in full force and effect. The certifications of insurance will be issued by the Assignee.

CONSULTANT INFORMATION FORM

N/A

EXHIBIT II

TRANSYSTEMS SUBSTITUTE W9

(Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

HIGHIO	ACTURE COLLEGE		w. A. J. Jan. J. T.			-				THE REAL PROPERTY.	
	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. TranSystems Corporation d/b/a TranSystems Corporation Consultants										
}	2 Business name/disregarded entity name, if different from above										
	a decrease management and analyments, in an arrangement and arrangement arrang										
oage 3.											
e. ns on p	Individual/sole proprietor or S Corporation S Corporation single-member LLC	Partnership	Trust/es		Exem	pt pay	/ee c	ode (i	f any)		
t sign	Limited liability company. Enter the tax classification (C=C corporation, S=	S corporation, P=Partnership)			_						
The strict appropriate box to redefin the dissillation of following seven boxes. Individual/sole proprietor or single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-membir is disregarded from the owner should check the appropriate box for the tax classification of its owner. Other (see instructions) ▶ 5 Address (number, street, and apt. or suite no.) See instructions.						option of any			UA re	portin	
Scifi	Other (see instructions) ▶				Applies	s to acco	ounts n	naintain	ed outs	ide the i	us.
Spe	5 Address (number, street, and apt, or suite no.) See instructions.	Rec	uester's	name ar	nd ad	dress	(opti	onal)			
See	2400 Pershing Road, Suite 400										
٥	6 City, state, and ZIP code Kansas City, MO 64108										
	7 List account number(s) here (optional)										
Par	Taxpayer Identification Number (TIN)		and the second	1.0							
Enter	your TIN in the appropriate box. The TIN provided must match the nam	e given on line 1 to avoid	So	cial sec	urity (numb	er				
hacku	p withholding. For individuals, this is generally your social security num nt alien, sole proprietor, or disregarded entity, see the instructions for F	iber (SSN). However, for a			_			_			
reside	nt allen, sole proprietor, or disregarded entity, see the instituctions for r s, it is your employer identification number (EIN). If you do not have a n	umber, see How to get a				Ш		L			
TIN, la	ater.		or	anlovor i	donti	fication	20 01	umbo			7
Note:	If the account is in more than one name, see the instructions for line 1. er To Give the Requester for guidelines on whose number to enter.	Also see What Name and	T	er identification number					╡		
Numb	er to Give the requester for guidelines on whose number to enter.		4	3 -	0	8	3	9	7	2 5	
Par	t II Certification										
Under	penalties of perjury, I certify that:										
 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 											
	n a U.S. citizen or other U.S. person (defined below); and										
4. The	FATCA code(s) entered on this form (if any) indicating that I am exemp	ot from FATCA reporting is	correct	t.							
Certifi you had acquist other	ication instructions. You must cross out item 2 above if you have been no ave failed to report all interest and dividends on your tax return. For real est sition or abandonment of secured property, cancellation of debt, contribution than interest and dividends, you are not required to sign the certification, b	otified by the IRS that you are tate transactions, item 2 does ons to an individual retireme	re currer es not ap ent arran	ntly subj pply. Fo igement	r mor (IRA)	τgage), and	gen	erest	paid, /, pay	ment	ts
Sign Here	Signature of U.S. person ▶ 2000 200 200	Date	1/.	3/2022	,						
	neral Instructions	 Form 1099-DIV (divide funds) 	ends, inc	cluding	thos	e fron	n sto	ocks	or m	utual	I
noted		 Form 1099-MISC (vari proceeds) 	ous typ	es of in	come	e, priz	zes,	awaı	rds, c	r gro	SS
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted transactions by brokers) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)											
		• Form 1099-S (proceed							anen	ntion	6)
	pose of Form	• Form 1099-K (mercha									
inform	dividual or entity (Form W-9 requester) who is required to file an nation return with the IRS must obtain your correct taxpayer	 Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) 						30,			
(SSN)	fication number (TIN) which may be your social security number), individual taxpayer identification number (ITIN), adoption	• Form 1099-C (cancels			man	of an		ad ~	oner	W	
taxpa	ever identification number (ATIN), or employer identification number	 Form 1099-A (acquisit Use Form W-9 only if 									
amou	to report on an information return the amount paid to you, or other unt reportable on an information return. Examples of information is include, but are not limited to, the following.	alien), to provide your c	orrect T	IN.							
	ns include, but are not limited to, the following. m 1099-INT (interest earned or paid)	be subject to backup w	ithholdi	ng. See	Wha	it is b	ackı	up w	ithho	lding	.g. // ,

later.

• Form 1099-INT (interest earned or paid)

EXHIBIT II

MERGER/ACQUISITION VERIFICATION

EXHIBIT II

STATE VENDOR REGISTRATION

State of North Carolina Department of the Secretary of State

SOSID: 0325524
Date Filed: 9/20/2022 12:48:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C2022 263 00737

ARTICLES OF MERGER

Pursuant to North Carolina General Statute Sections 55-11-05(a), 55-11-12, 55A-11-09(d), 55A-11-04, 57D-9-42, 59-73.32(a) and 59-1072(a), as applicable, the undersigned entity does hereby submit the following Articles of Merger as the surviving business entity in a merger between two or more business entities.

1.	The name of the surviving entity is TranSystems Corporation , a (check one)
	corporation, nonprofit corporation, professional corporation, limited liability company,
	limited partnership, partnership, limited liability partnership organized under the laws of
	Missouri (state or country).
2.	The address of the surviving entity is:
	Street Address: 2400 Pershing Road City: Kansas City
	State: Missouri Zip Code: 64108 County: Jackson
	(a) (Complete only if the surviving business entity is a foreign business entity that is not authorized to transact business or conduct affairs in North Carolina.) The mailing address of the surviving foreign business entity is:
	Street Address:City:
	State: Zip Code: County:
	The Surviving foreign business entity will file a statement of any subsequent change in its mailing address with the North Carolina Secretary of State.
3.	For <u>each</u> merging entity: (if more than one, complete on separate sheet and attach.)
	The name of the merged entity is SEPI Engineering & Construction, Inc. , a (check one
	corporation, nonprofit corporation, professional corporation, limited liability company,
	limited partnership, partnership, limited liability partnership organized under the laws of
	North Carolina (state or country).
	The mailing address of each merging entity is: (if more than one, complete on separate sheet and attach)
	Street Address: 1 Glenwood Avenue City: Raleigh
	State: North Carolina Zip Code: 27603 County: Wake

4. If the surviving business entity is a <u>domestic</u> business entity, the text of each amendment, if any, to the Articles of Incorporation, Articles of Organization, or Certificate of Limited Partnership within the Plan of Merger is attached.

5. A Plan of Merger has been duly approved in the manner required by law by each of the business entities participating in the merger.

Provide the information in Items 6 and 7 below for a merger between a parent unincorporated entity and a subsidiary corporation or corporations. (§55-11-12)

- 6. The terms and conditions of the merger are attached. (§55-11-12 mergers only)
- 7. Information concerning the manner and basis of converting the interests in each merging business entity into interests, obligations, or securities of the surviving business entity, or into cash or other property in whole or in part, or of cancelling the interests is attached. (§55-11-12 mergers only)

8. These articles will be effective upon filing unless a	delayed date and/or time is specified
This the 20 day of September , 2022.	
	TranSystems Corporation Docusigned by: Name of Entity Patrick Lewise
	Signature
	Patrick Knise, Vice President Type or Print Name and Title

NOTES:

1. Filing fee is \$50 for For-profit entities.

2. Filing fee is \$25 when the surviving business entity is a Non-profit corporation.

3. This document must be filed with the Secretary of State. Certificate(s) of Merger must be registered pursuant to the requirements of N.C.G.S. Section 47-18.1



NORTH CAROLINA BOARD OF EXAMINERS FOR ENGINEERS AND SURVEYORS

4601 Six Forks Rd Suite 310 Raleigh, North Carolina 27609

CERTIFICATE OF NON-OBJECTION

with

SECRETARY OF STATE

for a

MERGER OF TWO ENTITIES

[For professions other than engineering and land surveying, obtain Certificate(s) from appropriate Licensing Board(s).]

TO:

Office of the Secretary of State 300 North Salisbury Street

Raleigh, North Carolina 27603-5909

FROM:

North Carolina Board of Examiners for Engineers and Surveyors

The Officers and Directors of SEPI Engineering & Construction, Inc. (C-2197) and TranSystems Corporation (F-0453) have notified the North Carolina Board of Examiners for Engineers and Surveyors of their plan to merge the two entities and for the surviving entity to be:

TranSystems Corporation

The surviving entity is exempt from the provisions of the North Carolina *Professional Corporation Act*, Chapter 55B of the General Statutes, pursuant to §55B-15. However, the corporation is required to maintain licensure with the NC Board of Examiners for Engineers and Surveyors.

Ownership of the firm are not restricted. The corporation remains compliant to be licensed with the North Carolina Board of Examiners for Engineers and Surveyors pursuant to §89C-24 after the merger to practice engineering and land surveying.

This Certificate of approval is executed under the authority of the North Carolina Board of Examiners for Engineers and Surveyors, this 20th day of September 2022.



Andrew L. Ritter Executive Director



NORTH CAROLINA BOARD OF LANDSCAPE ARCHITECTS

P.O. Drawer 41225 • Raleigh, NC 27629-1225 • 919-850-9088 Barbara.Geiger@ncbola.org • <u>www.ncbola.org</u>

COUNTY OF WAKE

STATE OF NORTH CAROLINA

CERTIFICATION

TRANSYSTEMS CORPORATION

has submitted a properly executed application for a corporate certificate of registration to the North Carolina Board of Landscape Architects. The Board has determined that the application is valid and that the firm is exempt from the requirements of General Statute 55B, insofar as the Board can determine as the firm was organized as a legal entity prior to 1969.

The individuals hereinafter named have been duly registered in accordance with the provisions of Chapter 89A of the General Statutes of North Carolina entitled "Landscape Architects".

JAEL ESTHER WAGONER 2150

The above named individual(s) hold a current certificate of registration entitling them to use the title of "Landscape Architect" and to practice Landscape Architecture in the State of North Carolina.

The undersigned official representative of the NORTH CAROLINA BOARD OF LANDSCAPE ARCHITECTS does hereby certify that all of the above facts are true and accurate to the best of his knowledge.

Given in office in Raleigh, North Carolina, this day, 09/13/2022



Barbara U. Geiger
Board Administrator
NORTH CAROLINA BOARD
OF LANDSCAPE ARCHITECTS

State of Florida Department of State

I certify from the records of this office that TRANSYSTEMS CORPORATION CONSULTANTS is a Missouri corporation authorized to transact business in the State of Florida, qualified on November 2, 1995.

The document number of this corporation is F95000005361.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on September 23, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Nineteenth day of October, 2022



Secretary of State

Tracking Number: 3109351023CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfS tatus/CertificateAuthentication

EXHIBIT II

CERTIFICATION OF INSURANCE

Will provide COI's upon project assignment by client

EXHIBIT II

ACH INSTRUCTIONS



February 4, 2022

To Whom It May Concern:

RE: TranSystems Corporation

BMO Harris Bank is delighted to confirm that you or your trading partners may use the following payment instructions when sending electronic wire or ACH payments to the account below.

Name of Account TranSystems Corporation

ABA Number

071000288

Account Number 4230579

Bank Name

BMO Harris Bank

Bank location:

111 West Monroe

Chicago, IL 60603

Thank you in advance for your cooperation regarding this matter. Should you have any questions, please contact me directly at 312-461-5795.

Sincerely,

Sabina Bednorz-Widelak Senior Associate/AVP

EXHIBIT C

TRANSYSTEMS

2023 TIME AND MATERIAL FEE SCHEDULE

PROFESSIONAL SERVICES:	RATE PER HOUR
Practice Leader Sr. Planning Manager Planning Manager Senior Planner Planner	\$195 \$195 \$185 \$160 \$110
SUPPORT SERVICES:	
Clerical Project Administrative Assistant	\$80 \$90

MISCELLANEOUS:

Mileage	Mileage set at current federal travel rates
Meals & Lodging	Subcontracted Services Cost + 15%
Copies	0.20
Color Copies	0.85
Paper Prints (B Size, 12" x 18")	0.85
Color – B Size	4.00
Paper Prints (C Size, 18" x 24")	1.95
Paper Prints (D Size, 24"x 36")	2.90
Paper Prints (E Size, 30" x 42")	3.15
Color Plots or Mylar (C Size, 18" x 24")	23.00
Color Plots or Mylar (D Size, 24" x 36")	29.00
Color Plots or Mylar (E Size, 30' x 42")	34.50