

May 27, 2021

2400 Maitland Center Parkway, Suite 120 Maitland, FL 32751 770-424-1668 info@heath-lineback.com

Statement of Qualification
Engineering and Design Services of
Hartwood Marsh Road – Phase 1
21-0921
Lake County, FL

2. Forms

The undersigned hereby declares that: Heath & Lineback Engineers, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **Engineering and Design Services of Hartwood Marsh Road – Phase 1** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor will accept payment through the County VISA-based payment system: YES

#### 1.0 TERM OF CONTRACT

For each contract that exceeds one hundred, ninety-five thousand dollars (\$195,000.00) any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

The Contract will commence upon the date of the purchase order or related Notice to Proceed. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

Contract prices resultant from this solicitation will prevail for the full duration of the Contract unless otherwise indicated elsewhere. Prior to completion of each exercised term, the County may consider an adjustment to price based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics. Refer to Exhibit A – Scope of Services. It is the Contractor's responsibility to request in writing any pricing adjustment under this provision.

Contract must contain the following statement:

"I, as an authorized agent of [firm name] warrant that [firm name] has not employed or retained any company or person, other than a bona fide employee working solely for [firm name] to solicit or secure the Contract and that [firm name] has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for [firm name] any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of the Contract."

#### 1.1 E-VERIFY

Upon award of a contract, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by the Contractor during the term of the Contract.

Contractor shall include in all contracts with subcontractors performing work pursuant to any contract arising from this solicitation an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the subcontract

#### 2.0 METHOD OF PAYMENT

The Contractor must submit an accurate invoice to the County's using department. The date of the invoice must be after delivery but no more than 30 calendar days after delivery. Invoices must reference the: purchase or task order; delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

Upon completion and acceptance of the work required in conjunction with the contract, the vendor shall submit one lump sum invoice that reflects the total value of the contract. This invoice must be submitted to the County user departments to which the required goods or services were delivered.

#### 3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the <u>Lake County General Terms and Conditions page</u> and accept the Lake County General Terms and Conditions dated 10/10/2019 as written including the Proprietary/Confidential Information section. YES Failure to acknowledge may result in Submittal being deemed non-responsive.

#### 4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

#### 5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Heath & Lineback Engineers, Inc.

#### 6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and

review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

#### 7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date.

#### **8.0 RECIPROCAL VENDOR PREFERENCE:**

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

- A. Primary business location of the responding Vendor: Maitland, FL
- B. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: NO If "yes" is checked, provide supporting detail: Click or tap here to enter text.

#### 9.0 GENERAL VENDOR INFORMATION:

Firm Name: Heath & Lineback Engineers, Inc.

Street Address: 2400 Maitland Center Parkway, Suite 120

City: Maitland State and ZIP Code: FL 32751

Mailing Address (if different): Click or tap here to enter text.

Telephone: 770-424-1668 Fax: 770-424-2907 Federal Identification Number / TIN: 58-2138904

DUNS Number: 933303059

#### 10.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: John A. Heath, PE

Date: 5/24/2021

Print Name: John A. Heath, PE

Title: President/CEO

Primary E-mail Address: jheath@heath-lineback.com

Secondary E-mail Address: info@heath-lineback.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]



### 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.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  Heath & Lineback Engineers, Inc.								
	2 Business name/disregarded entity name, if different from above								
Print or type. Specific Instructions on page 3.		e of the	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):						
/pe	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶		Exon	pt payee	0000	(ii diriy) _		—	
Print or type c Instruction	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not LLC if the LLC is classified as a single-member LLC that is disregarded from the owner of the another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member is disregarded from the owner should check the appropriate box for the tax classification of its owner.	LLC is	codo	ption fro	m FAT	CA repo	orting		
Ë	Other (see instructions)		(Applies	s to accounts	s maintai	ned outsid	e the U.S	i.)	
Spe	5 Address (number, street, and apt. or suite no.) See instructions.  Requester	's name a	and ad	dress (op	 tional)	)		_	
See (	2390 Canton Road, Bldg. 200								
S	6 City, state, and ZIP code								
	Marietta, GA 30066								
	7 List account number(s) here (optional)							_	
Pa	rt I Taxpayer Identification Number (TIN)							—	
		ocial se	curity ı	number					
resid entiti	cup withholding. For individuals, this is generally your social security number (SSN). However, for a lent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other les, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>		_		] -[				
TIN, I	<del></del>		idonti	fication i	numb				
	e: If the account is in more than one name, see the instructions for line 1. Also see What Name and ber To Give the Requester for guidelines on whose number to enter.		Identi			=	$\overline{}$		
, , , , , ,	ser to also the requester for galaximos on whose hamber to since.	5 8	- 2	1 3	8	9 0	4		
Pai	rt II Certification								
Unde	er penalties of perjury, I certify that:							_	
2. I a Se	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. I am 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 exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	W. all	ら		Date ►	5-24-2021	

#### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

#### **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Licensee

Name:

**HEATH & LINEBACK** 

**ENGINEERS, INC.** 

License Number:

28434

Rank:

Registry

License Expiration Date:

Primary Status:

Current

Original License Date:

03/18/2009

#### **Related License Information**

License **Relationship Relation Expiration Status Related Party** Rank Number Date **Effective Date** 48547 Current, LINEBACK, GARY BRIAN Registry 03/18/2009 Professional 02/28/2023 Active Engineer

## State of Florida Department of State

I certify from the records of this office that HEATH & LINEBACK ENGINEERS, INC. is a Georgia corporation authorized to transact business in the State of Florida, qualified on May 26, 1998.

The document number of this corporation is F98000002981.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 10, 2020, 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 Tenth day of January, 2020



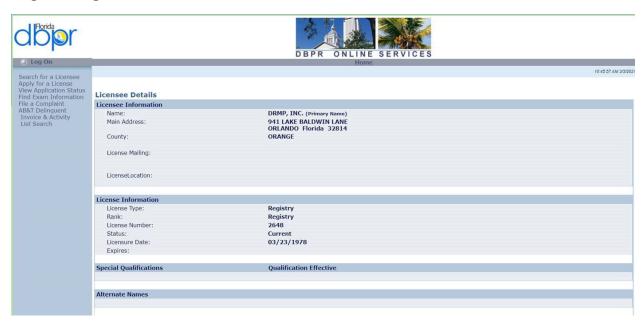
RAUNULYRUL Secretary of State

**Tracking Number: 2510438561CC** 

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

#### **Engineering License**







Florida has over 5,600 qualified business organizations registered to provide engineering services in the state. To offer engineering services in Florida through a business organization or by an individual using a fictitious name, you must be qualified by a Professional Engineer licensed in Florida.

To register a new engineering firm with the Florida Department of Business and Professional Regulation, click the link below and log into your account at <a href="myfloridalicense.com">myfloridalicense.com</a>. You should be presented with a series of screens that will step you through the process of registering your firm and linking a Professional Engineer as its qualifying agent.

There is no charge to register an engineering firm.

Engineering firms with previous Certificates of Authorization were rolled over into the new registry.

Please log into your myfloridalicense.com to confirm that the information for your engineering business is correct and that a qualifying agent is linked to the firm.

Engineering firms registered with DBPR will no longer have to renew their registration, and there is no certificate or license to print. But you must maintain compliance with the requirements below.

Registered engineering companies must comply with requirements in Section 471.023, Florida Statutes:

- A qualifying agent who leaves an engineering firm must notify the Board within 24 hours.
- The qualifying agent of a firm must notify the Board within 30 days of any changes to information in the firm's initial registration application.
- If the qualifying agent leaves the firm and was the only qualifying engineer for the business, the firm
  may no longer provide engineering services in Florida and must be qualified by another Professional
  Engineer within 60 days if it wishes to resume offering engineering services. FBPE or the Florida
  Engineers Management Corporation may authorize a temporary qualifying engineer for no more
  than 60 days in order to proceed with incomplete contracts.

The qualified business organization registration also applies to out-of-state firms seeking to temporarily perform engineering services in Florida.

## State of Florida Department of State

I certify from the records of this office that DRMP, INC. is a corporation organized under the laws of the State of Florida, filed on December 27, 1977.

The document number of this corporation is 556073.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 8, 2021, 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 Eighth day of January, 2021



RANUMBUL Secretary of State

Tracking Number: 8386893988CC

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



# Florida Department of Agriculture and Consumer Services Division of Consumer Services Board of Professional Surveyors and Mappers 2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB2108

Expiration Date February 28, 2023

### Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 ALL AMERICAN BOULEVARD ORLANDO, FL 32810-4350

nicole bried

NICOLE "NIKKI" FRIED COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

https://www.myfloridalicense.com/wl11.asp?mode=2&search=Name&SID=&brd=&typ=

Data Contained In Search Results Is Current As Of 05/10/2021 10:46 AM.

#### **Search Results**

Please see our glossary of terms for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Registry	SOUTHEASTERN SURVEYING AND MAPPING CORPORATION	Primary	32438 Registry	Current

Main Address\*: 6500 ALL AMERICAN BLVD ORLANDO, FL 32810

#### **Licensee Details**

Licensee Information	
Name:	SOUTHEASTERN SURVEYING AND MAPPING CORPORATION (Primary Name)
Main Address:	6500 ALL AMERICAN BLVD ORLANDO Florida 32810
County:	ORANGE
License Mailing:	
LicenseLocation:	
License Information	
License Type:	Registry
Rank:	Registry
License Number:	32438
Status:	Current
Licensure Date:	12/27/2017

Expires:		
Special Qualifications	Qualification Effective	
Special Qualifications	Qualification Effective	
Alternate Names		

#### Licensee

Name:	SOUTHEASTERN SURVEYING AND MAPPING CORPORATION	License Number:	32438
Rank:	Registry	License Expiration Date:	
Primary Status:	Current	Original License Date:	12/27/2017

#### **Related License Information**

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
39479	Current, Active	GARVEY, BRIAN RICHARD	Registry	12/27/2017	Professional Engineer	02/28/2023

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#### **Complaint Details**

Below is a listing of public complaints regarding the person or entity selected. This may not reflect all public complaints filed with the Department; for example, all complaints against Community Association Managers (CAMs) are available to the public, regardless of whether any appear below, and may be requested directly from the Department. The Department is also precluded from disclosing any complaints which are confidential pursuant to Florida Statutes.

If you would like a full list of public complaints against an individual or entity or to make a public records request for complaints listed please visit our **Public Records page**.

You can search for public records pertaining to unlicensed activity complaints through an additional database by visiting our <u>Search</u> **Unlicensed Activity Complaints page**. For more information about CAM complaints, please visit the **CAMs page**.

#### Name:

The Status and Discipline Description below is only the status of a complaint. To see the status of this license select the "Back" button to return to the Licensee Details Screen.

Number	Class	Incident	Status	Disposition	Disposition
		Date			Date

#### Print screens of all the above if desired:

Data Contained In Search Results Is Current As Of 05/10/2021 10:46 AM.

**Search Results** 

Please see our glossary of terms for an explanation of the license status shown in these search results.

For additional information, including any complaints or discipline, click on the name.

License Type	Name	Name Type	License Number/ Rank	Status/Expires
Registry	SOUTHEASTERN SURVEYING AND MAPPING CORPORATION	Primary	32438 Registry	Current

Main Address\*: 6500 ALL AMERICAN BLVD ORLANDO, FL 32810

Licensee	Details
Licensee Ir	nformation

Name: SOUTHEASTERN SURVEYING AND MAPPING CORPORATION (Primary Name)

Main Address: 6500 ALL AMERICAN BLVD
ORLANDO Florida 32810

County: ORANGE

License Mailing:

LicenseLocation:

**License Information** 

 License Type:
 Registry

 Rank:
 Registry

 License Number:
 32438

 Status:
 Current

 Licensure Date:
 12/27/2017

 Expires:

Special Qualifications Qualification Effective

**Alternate Names** 

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Page 1 of 1
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#### **Complaint Details**

Below is a listing of public complaints regarding the person or entity selected. This may not reflect all public complaints filed with the Department; for example, all complaints against Community Association Managers (CAMs) are available to the public, regardless of whether any appear below, and may be requested directly from the Department. The Department is also precluded from disclosing any complaints which are confidential pursuant to Florida Statutes.

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#### Name:

The Status and Discipline Description below is only the status of a complaint. To see the status of this license select the "Back" button to return to the Licensee Details Screen.

Number	Class	Incident	Status	Disposition	Disposition	Discipline
		Date			Date	Date - Description

## State of Florida Department of State

I certify from the records of this office that SOUTHEASTERN SURVEYING AND MAPPING CORPORATION is a corporation organized under the laws of the State of Florida, filed on September 1, 1975.

The document number of this corporation is 483957.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 12, 2021, 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 Twelfth day of January, 2021





Tracking Number: 1072891250CC

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication





11:11:51 AM 12/5/2019

U Log On

Search for a Licensee Apply for a License View Application Status Find Exam Information File a Complaint AB&T Delinquent Invoice & Activity List Search

#### Licensee Details

**Licensee Information** 

Name: T2 UES, INC. (Primary Name)

T2 UTILITY ENGINEERS (DBA Name)

Main Address: 7217 EAST 87TH STREET

INDIANAPOLIS Indiana 46256

County: OUT OF STATE

License Mailing:

LicenseLocation:

**License Information** 

License Type: Registry Rank: Registry License Number: 33439 Status: Current

Licensure Date: 10/01/2019 Expires:

**Special Qualifications** 

**Qualification Effective** 

**Alternate Names** 

View Related License Information

View License Complaint

2601 Blair Stone Road, Tallahassee FL 32399 :: Email: Customer Contact Center: : Customer Contact Center: 850.487.1395



Florida Department of Agriculture and Consumer Services Division of Consumer Services Board of Professional Surveyors and Mappers 2005 Apalachee Pkway Tallahassee, Florida 32399-6500 800HELPFLA(435-7352) or (850) 488-2221



February 26, 2021

T2 UES, INC. 7217 E 87TH ST INDIANAPOLIS, IN 46256-1204

SUBJECT: Professional Surveyor and Mapper Business Certificate # LB8336

Your application / renewal as a professional surveyor and mapper business as required by Chapter 472, Florida Statutes, has been received and processed.

The license appears below and is valid through February 28, 2023.

You are required to keep your information with the Board current. Please visit our website at www.800helpfla.com/psm to create your online account. If you have already created your online account, you can use the website to maintain your license. You can also find other valuable information on the website.

If you have any questions, please do not hesitate to call the Division of Consumer Services, Board of Professional Surveyors and Mappers at 800-435-7352 or 850-488-2221.

Detach Here



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LB8336

Expiration Date February 28, 2023

#### **Professional Surveyor and Mapper Business License**

Under the provisions of Chapter 472, Florida Statutes

T2 UES, INC.
DBA: T2 UTILITY ENGINEERS
7217 E 87TH ST
INDIANAPOLIS, IN 46256-1204

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NICOLE "NIKKI" FRIED COMMISSIONER OF AGRICULTURE

## State of Florida Department of State

I certify from the records of this office that SOUTHEASTERN SURVEYING AND MAPPING CORPORATION is a corporation organized under the laws of the State of Florida, filed on September 1, 1975.

The document number of this corporation is 483957.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 12, 2021, 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 Twelfth day of January, 2021





Tracking Number: 1072891250CC

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

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

#### **2021 FOREIGN PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# F98000002981

Entity Name: HEATH & LINEBACK ENGINEERS, INC.

**Current Principal Place of Business:** 

2390 CANTON ROAD BUILDING 200

MARIETTA, GA 30066

**Current Mailing Address:** 

2390 CANTON ROAD BUILDING 200 MARIETTA, GA 30066 US

FEI Number: NOT APPLICABLE Certificate of Status Desired: No

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM 1200 SOUTH PINE ISLAND ROAD PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Address

City-State-Zip:

Electronic Signature of Registered Agent

Date

FILED Apr 23, 2021

**Secretary of State** 

3294447091CC

Officer/Director Detail:

Title DIRECTOR

Name SHABAZAZ, MASOOD

2390 CANTON ROAD

**BUILDING 200** 

301231110 200

City-State-Zip: MARIETTA GA 30066

Title CHAIRMAN OF THE BOARD

Name HEATH, JOHN A.

Address 2390 CANTON ROAD

**BUILDING 200** 

MARIETTA GA 30066

Title SECRETARY
Name LINEBACK, GARY B

Address 2390 CANTON ROAD

**BUILDING 200** 

City-State-Zip: MARIETTA GA 30066

Title PRESIDENT/CEO

Name HEATH, JOHN A.

Address 2390 CANTON ROAD

**BUILDING 200** 

City-State-Zip: MARIETTA GA 30066

Title DIRECTOR

Name KRIVSKY, ALLEN

Address 2390 CANTON ROAD

**BUILDING 200** 

City-State-Zip: MARIETTA GA 30066

Title VP

Address

Name LINEBACK, GARY B

Address 2390 CANTON ROAD

BUILDING 200

City-State-Zip: MARIETTA GA 30066

Title TREASURER/CFO

Name LINEBACK, GARY B

**BUILDING 200** 

2390 CANTON ROAD

City-State-Zip: MARIETTA GA 30066

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: JOHN A. HEATH PRESIDENT/CEO 04/23/2021

Electronic Signature of Signing Officer/Director Detail

Date

List no more than five projects which best illustrates qualifications relevant to the Solicitation. References must be less than five years old. LIST no more than two LAKE COUNTY GOVERNMENT PROJECTS (past, current, prime, and subcontractor) FIRST.

#### Heath & Lineback Engineers, Inc.

PROJECT NAME: Fort Benning Road Corridor Enhancements

Agency: Columbus Consolidated Government

Address: PO Box 1340

City, State, Zip code: Columbus, GA 31902

Contact Person: Rick Jones Title: Director of Planning Email: rjones@columbusga.org Telephone: (706) 225-3936

Project Cost: \$5.3M

Contract Start and End Dates: 7/2021 – 2/2018

SCOPE of Project (list tasks, outlines or descriptions of items): Concept to final construction plans including survey, landscape design, lighting design, construction plans, environmental

services, and traffic signal design

PROJECT NAME: Interstate North Parkway and Interstate North Circle

Agency: Cobb County Department of Transportation

Address: 1890 County Services Parkway City, State, Zip code: Marietta, GA 30008

Contact Person: Michael Francis

Title: Division Manager

Email: michael.francis@cobbcounty.org

Telephone: (770) 528-3692

Project Cost: \$8.5M

Contract Start and End Dates: 11/2015 – 3/2017

SCOPE of Project (list tasks, outlines or descriptions of items): Every aspect of design and coordination from contract negotiation to post-construction services, as necessary, and includes right-of-way staking; complete roadway, drainage, pavement, lighting, landscaping, and wall designs; right-of-way plans and documents; public and stakeholder coordination and meetings; soil reports; wall foundation reports; utility coordination and relocation; and coordination with stakeholders.

PROJECT NAME: Cherokee Street Improvements Agency: Cobb County Department of Transportation

Address: 1890 County Services Parkway City, State, Zip code: Marietta, GA 30008

Contact Person: Russ Ford Title: Preconstruction Engineer Email: rustavius.ford@cobbcounty.org

Telephone: : (770) 420-6659

Project Cost: \$3.3M

Contract Start and End Dates: 11/2016 - 3/2018

SCOPE of Project (list tasks, outlines or descriptions of items): Concept design, preliminary and final plans, right of way plans, environmental screening, survey, traffic study, traffic signal

design, and drainage design

PROJECT NAME: Click or tap here to enter text.

Agency: Click or tap here to enter text. Address: Click or tap here to enter text.

City, State, Zip code: Click or tap here to enter text. Contact Person: Click or tap here to enter text.

Title: Click or tap here to enter text.

Email: Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Project Cost: Click or tap here to enter text.

Contract Start and End Dates: Click or tap here to enter text.

SCOPE of Project (list tasks, outlines or descriptions of items): Click or tap here to enter text.

PROJECT NAME: Click or tap here to enter text.

Agency: Click or tap here to enter text. Address: Click or tap here to enter text.

City, State, Zip code: Click or tap here to enter text. Contact Person: Click or tap here to enter text.

Title: Click or tap here to enter text.

Email: Click or tap here to enter text.

Telephone: Click or tap here to enter text.

Project Cost: Click or tap here to enter text.

Contract Start and End Dates: Click or tap here to enter text.

SCOPE of Project (list tasks, outlines or descriptions of items): Click or tap here to enter text.



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/20/2020

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

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

PRODUCER Insurance Office of America, Inc. 100 Galleria Parkway	CONTACT NAME: Sharon Schulze  PHONE (A/C, No, Ext): 770-250-0179 (A/C, No): 678-919-1151		
Suite 600	E-MAIL ADDRESS: sharon.schulze@ioausa.com		
Atlanta GA 30339	INSURER(S) AFFORDING COVERAGE	NAIC#	
	INSURER A: RLI Insurance Company	13056	
INSURED HEAT&LI-01	ınsurer в : Continental Casualty Company	20443	
Heath & Lineback Engineers, Inc. 2390 Canton Road	INSURER C:		
Building 200	INSURER D:		
Marietta GA 30066	INSURER E:		
	INSURER F:		

#### COVERAGES CERTIFICATE NUMBER: 1716867293 REVISION NUMBER:

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

INSR	NSR ADD CONDITIONS OF COURT CEROLES. ENVIRONMENT HAVE BEEN REDUCED BY FAID CERNING.							
LTR	TYPE OF INSURANCE		WVD	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	
Α	X COMMERCIAL GENERAL LIABILITY	Υ	Υ	PSB0006622	12/1/2020	12/1/2021	EACH OCCURRENCE	\$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$4,000,000
	POLICY X PRO- X LOC						PRODUCTS - COMP/OP AGG	\$4,000,000
	OTHER:							\$
Α	AUTOMOBILE LIABILITY	Υ	Υ	PSA0002262	12/1/2020	12/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
Α	UMBRELLA LIAB X OCCUR	Y	Υ	PSE0002870	12/1/2020	12/1/2021	EACH OCCURRENCE	\$5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$5,000,000
	DED X RETENTION \$ 0							\$
Α	A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Υ	PSW0003731	12/1/2020	12/1/2021	X PER OTH- STATUTE ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
В	B Professional Liability Claims-Made			AEH113832848	12/1/2020	12/1/2021	Per Claim Limit Aggregate Limit Per Claim Deductible	5,000,000 5,000,000 125,000

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

Any person or organization where required by written contact is an Additional Insured with respect to General Liability and is primary & non-contributory per form #PPB304 02/12, additional insured with respect to Auto Liability and is primary & non-contributory per form #PPH300 03/13 and additional insured with respect to Excess Liability and is primary & non-contributory per form #PPH304 06/10. Waiver of Subrogation is in favor of the additional insureds with respect to General Liability per form #PPB304 02/12, with respect to Auto Liability per form #PPA300 03/13, with respect to Workers Compensation per form #WC000313 04/84 and with respect to Excess Liability per form #PPU304 06/10. 30 days notice of cancellation with 10 days notice for non-payment of premium in accordance with the policy provisions.

CERTIFICATE HOLDER CAN	NCELLATION
------------------------	------------

Sample Certificate
Heath & Lineback Engineers, Inc.
2390 Canton Road
Building 200
Marietta GA 30066

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Policy Number: PSB0006622

Named Insured: Heath & Lineback Engineers, Inc.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

#### BUSINESSOWNERS COVERAGE FORM - SECTION II - LIABILITY

- 1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
  - a. In the performance of your ongoing operations;
  - **b.** In connection with premises owned by or rented to you; or
  - **c.** In connection with "your work" and included within the "product-completed operations hazard".
- 2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
  - **b.** This insurance does not apply to the rendering of or failure to render any "professional services".
  - c. This endorsement does not increase any of the limits of insurance stated in D. Liability And Medical Expenses Limits of Insurance.
- 3. The following is added to SECTION III H.2. Other Insurance COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II LIABILITY)

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- **a.** The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- **b.** The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
- 4. The following is added to SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II LIABILITY)

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

PPB 304 02 12 Page 1 of 1

Policy Number: PSA0002262 RLI Insurance Company

Named Insured: Heath & Lineback Engineers, Inc.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### RLIPack® BUSINESS AUTO ENHANCEMENT

#### SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured
- B. Employees As Insureds
- C. Blanket Additional Insured
- D. Blanket Waiver Of Subrogation
- E. Employee Hired Autos
- F. Fellow Employee Coverage
- G. Auto Loan Lease Gap Coverage
- H. Glass Repair Waiver Of Deductible
- I. Personal Effects Coverage
- J. Hired Auto Physical Damage Coverage
- K. Hired Auto Physical Damage Loss Of Use
- L. Hired Car Worldwide Coverage
- M. Temporary Transportation Expenses
- N. Amended Bodily Injury Definition Mental Anguish
- O. Airbag Coverage
- P. Amended Insured Contract Definition Railroad Easement
- Q. Coverage Extensions Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound
- R. Notice Of And Knowledge Of Occurrence
- S. Unintentional Errors Or Omissions
- T. Towing Coverage

PPA 300 03 13 Page 1 of 5

This endorsement modifies insurance provided under the following:

#### BUSINESS AUTO COVERAGE FORM

#### A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

#### B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

#### C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs is an "insured" for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in **SECTION II** – **COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured's own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the "bodily injury" or "property damage" occurs.

#### D. Blanket Waiver Of Subrogation

The following is added to the SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

#### E. Employee Hired Autos

 The following is added to the SECTION II – COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

- **b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
  - (1) Any covered "auto" you lease, hire, rent or borrow; and
  - (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

#### F. Fellow Employee Coverage

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5.** does not apply if you have workers compensation insurance in-force covering all of your employees.

#### G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

 The amount paid under the PHYSICAL DAMAGE COVERAGE section of the policy; and

#### **2.** Any:

**a.** Overdue lease/loan payments at the time of the "loss";

PPA 300 03 13 Page 2 of 5

- **b.** Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- **c.** Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- Carry-over balances from previous loans or leases.

#### H. Glass Repair - Waiver Of Deductible

**SECTION III – PHYSICAL DAMAGE COVERAGE**, **D. Deductible** is amended by adding the following:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### I. Personal Effects Coverage

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:

#### c. Personal Effects Coverage

In the event of a total theft loss of your covered "auto" we will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto";

No deductible applies to Personal Effects Coverage.

#### J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE**, **A. Coverage**, **4. Coverage Extensions**:

#### d. Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Liability Coverage and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

- (1) The most we will pay for "loss" in any one "accident" to a hired, rented or borrowed "auto" is the lesser of:
  - (a) \$60,000
  - (b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - **(c)** The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in the event of a total "loss".
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:
  - (a) Any "auto" that is hired, rented or borrowed with a driver; or
  - **(b)** Any "auto" that is hired, rented or borrowed from your "employee".

#### K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, **A.2. Coverage Extensions**:

- e. We will pay sums which you legally must pay to the lessor of a covered "auto" which you have leased without a driver for thirty (30) days or less for the lessor's loss of use of the covered "auto", provided:
  - (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered "auto":
  - (2) The loss of use results from the covered "auto" being damaged in an "accident" while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

#### L. Hired Car - Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, A.2. Coverage **Extensions**:

#### f. Hired Car - Worldwide Coverage

- (1) We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered "auto" of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or "suit" instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

PPA 300 03 13 Page 3 of 5

- (a) You shall undertake the investigation, settlement and defense of such claims and "suits" and keep us advised of all proceedings and actions.
- **(b)** You will not make any settlement without our consent.
- **(c)** We will reimburse you:
  - (i) For the amount of damages because of liability imposed upon you by law on account of "bodily injury" or "property damage" to which this insurance applies, and
  - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or "suits". Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single "accident" or "loss".
- (4) You must maintain the greater of the following primary auto liability insurance limits:
  - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
  - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the "accident" occurs; or
  - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a "loss", we will pay only to the extent that we would have been liable had you so complied.

(5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

#### M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph a. Transportation Expenses is deleted and replaced by the following:

#### a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered "auto".
- (2) We will pay only for those covered "autos" for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered "loss" and ends at the time when the covered "auto" can be reasonable repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

### N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS**, **Definition C**.:

"Bodily injury" also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

#### O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.**:

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

**SECTION V – DEFINITIONS** paragraph **H.** "Insured contact" is modified as follows:

- 1. Paragraph H.3. is replaced by the following:
  - **3.** Any easement or license agreement.
- 2. Paragraph H.6.a. is deleted.
- Q. Coverage Extensions Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

**SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions**, exception paragraph **a.** to exclusion **4.c.** and **4.d.** is deleted and replaced with the following:

PPA 300 03 13 Page 4 of 5

a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

#### R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;
- (2) A partner if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

#### S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

#### T. Towing Coverage

**SECTION III – PHYSICAL DAMAGE COVERAGE**, **A.2. Towing**, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
  - **a.** All labor must be performed at the place of disablement; and
  - **b.** If the covered auto is a private passenger type no deductible applies; and
  - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

PPA 300 03 13 Page 5 of 5

(Ed. 4-84)

#### WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

(This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 12-01-2020 Insured Heath & Lineback Engineers, Inc. Insurance Company RLI Insurance Company

Policy No. PSW0003731 Endorsement No.

///Premium 11686.81

Countersigned by

**WC 00 03 13** (Ed. 4-84)

Policy Number: PSE0002870 RLI Insurance Company

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RLIPack® FOR DESIGN PROFESSIONALS EXCESS LIABILITY ENHANCEMENT

#### SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. General Aggregate Limit Per Project Or Per Location
- B. Additional Insured Primary/Non-contributory
- C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

This endorsement modifies insurance provided under the following:

#### COMMERCIAL EXCESS LIABILITY COVERAGE FORM

### A. General Aggregate Limit – Per Project Or Per Location

Paragraph **2.a.** of **C. Limits of Liability** of **SECTION I – INSURING AGREEMENT** is deleted and replaced by the following:

- a. The limit of liability stated in the Declarations as general aggregate is the most we will pay during each policy period for all ultimate net loss, except ultimate net loss because of:
  - (1) injury and damage included in the productscompleted operations hazard or;
  - (2) any coverage included in **underlying** insurance to which no underlying aggregate applies.

The general aggregate applies separately to each of your "projects" away from premises owned by or occupied by you or to each of your locations owned by or occupied by you.

"Projects" mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" at the same "location" shall be considered a single "project".

For the purposes of this provision, "location" means

- premises involving the same or connecting lots;
- (2) premises where connection is interrupted only by a street, roadway, waterway or rightof-way of a railroad; or

(3) premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

#### B. Additional Insured - Primary/Non-contributory

Paragraph K. Other Insurance of SECTION IV – CONDITIONS is deleted and replaced by the following:

#### K. Other Insurance

If other insurance, whether collectible or not, is available to the insured covering a loss also covered by this policy, the insurance afforded by this policy shall be in excess of, and shall not contribute with, such other insurance. However, if the **underlying insurance** provides coverage to an additional insured on a primary basis, or a primary and non-contributory basis, this insurance shall be available to such additional insured on an excess basis over the underlying insurance. We will not share with other insurance which covers such additional insured as a named insured.

### C. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Paragraph L. Subrogation of SECTION IV – CONDITIONS is deleted and replaced by the following:

PPU 304 06 10 Page 1 of 2

#### L. Subrogation

In the event of any payment under this policy, the insured must notify us of any of the insured's rights of recovery against any person or organization. We shall be subrogated to all such rights. The insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights. However we waive any rights of recovery we may have against any person or organization if the **underlying insurance** also waives such rights.

Any amount recovered through subrogation or otherwise shall be apportioned in the inverse order of payment of the claim or claims involved to the extent of actual payment thereof by all interests. The expenses of all such recoveries and proceedings in connection therewith shall be apportioned in the ratio of respective recoveries. With respect to proceedings conducted solely by us, if there is no recovery, we will bear the expense thereof. If there is a recovery, we shall be reimbursed in full from such recovery for the amount of all expenses incurred by us before apportionment of such recovery as herein provided.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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ATTACHMENT 3 - TEAM COMPOSITION 21-0912

#### CONSULTANT

ROLE	Name	City of Residence	Florida Active Registrations Number
Principal in Charge	John Heath, PE	Marietta, GA	n/a
Project Manager	Allen Krivsky, PE	Marietta, GA	PE #53180
Lead Roadway Engineer	Matt Calak, PE	Marietta, GA	PE #78760
Roadway Engineer	Alfredo Mendez-Saldana	Orlando, FL	n/a
Roadway Engineer	Ellyse Pillers	Plant City, FL	n/a
Roadway Technician	Jeffrey Sweitzer, CBI	Debary, FL	n/a
Roadway Engineer	Pedram Rahbar, PE	Marietta, GA	PE #80794
Quality Management Team	Tom Barwick, PE	Acworth, GA	PE #79241

#### **SUB CONSULTANTS**

ROLE	Company Name	Address	Individual's Name Assigned	Projected % of Overall Work	Worked with Prime before (YES/NO)	Individual Worked with Prime before (YES/NO)
		841 Lake Baldwin Lane				
Traffic Signal Lead	DRMP, Inc.	Orlando, Florida 32814	William Moss, PE	5%	YES	No
Environmental Permitting		841 Lake Baldwin Lane				
Lead	DRMP, Inc.	Orlando, Florida 32814	George McLatchey, PWS, CEP	5%	YES	No
	Southeastern Surveying &	500 All American Blvd.				
Survey Lead	Mapping Corporation	Orlando, FL 32801	Edwin Munoz, Jr., PSM	2%	No	No
	Southeastern Surveying &	19 West Main Street				
Surveyor	Mapping Corporation	Tavares, FL 32778	Steven Fensterer	8%	No	No
Public Involvement Lead	The Valerin Group	3903 Northdale Boulevard, #100E Tampa, FL 33624	Catherine Winter, PE	3%	No	No
Utility Coordination Lead	T2 Utility Engineers	402 Northlake Blvd Suite 1004 Altamonte Springs, Florida 32701	Tom Pridgen, PE	3%	No	No

#### **LOCATION PERCENTAGE OF WORK TO BE COMPLETED**

Address of Prime Consultant's designated office where the majority of work will be performed				
Street	2400 Maitland Center Parkway, Suite 120			
Street 2				
City	Maitland			
State	Florida 32751			

Percentage of total overall fees projected to be performed by the Prime Consultant's office above (Do not include percentage of fees anticipated to be performed on this project by sub-consultants) 70%

Address of Prime Consultant's other offices where work will be performed (if applicable)

Street 2390 Canton Road, Bldg. 200 Street 2 City Marietta GA 30066 State

Percentage of total overall fees projected to be performed by the Prime Consultant's office above (Do not include percentage of fees anticipated to be performed on this project by sub-consultants)

30%

Percentage of total overall fees projected to be performed by firms located within Lake County including the Prime Consultant and Subconsultants.

10%

#### **TRUTH-IN-NEGOTIATION CERTIFICATION**

- Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed 1. fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Consultant must execute this Certificate and include it with the submittal of its proposal or as prescribed in the solicitation.
- The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project are accurate, complete, and current at the time of

contracting.	
3. The Consultant further agrees that the will be adjusted to exclude any significant sums by which increased due to inaccurate, incomplete, or noncurrent agreement adjustments must be made within (1) year for	wage rates and other factual unit costs. All such
	<u>CONSULTANT</u>
	Business Name: Heath & Lineback Engineers, Inc.
	Signature: Jun A Sukosh
	Printed Name: John A. Heath, PE, SE
	Title: President/CEO
	This <u>25th</u> day of <u>May</u> , 20 <u>21</u> .
STATE OF <u>Georgia</u> )	
COUNTY OF <u>Cobb</u> )	
The foregoing certificate was acknown or online notarization, this 25thday of May of [name of company] Heath & Lineback Engineers, or has produced as identification	Inc He/She is personally known to me
Given under my hand this <u>25th</u> day of <u>May</u>	, 20_ <u>21</u>
Valerie Gran  Notary Public  Rotary Public	JORDAN
Notary Public Ext	PIRES PIRGIA 26, 2023
Valerie Jordan Printed Name	BLC CONTRACT
My Commission Expires: Notary Public, Cherokee County, Georgia My Commission Expires July 26, 2023  My Commission Number:	