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CONSULTING ENGINEERS &  
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May 28, 2025

Mr. Josh Stewart, Council President  
City of Sebring  
368 South Commerce Avenue  
Sebring, FL 33870

RE: Engineering Services Agreement  
CDBG-MIT Sanitary Sewer Infrastructure Hardening  
CDBG-MIT Agreement No. MT056  
City of Sebring, Florida  
Project No. 2500583  
Client No. 2402-02-1

Dear Council President Stewart:

We are pleased to present the following proposal for Engineering Services in conjunction with the City of Sebring's State of Florida Department of Commerce agreement with funding through the U.S. Department of Housing & Urban Development (HUD) Community Development Block Grant Mitigation (CDBG-MIT) program. Awarded grant funding under this program totals \$3,515,580 and will be used for mitigation efforts to restore and improve the City's sanitary sewer collection system facilities. CPH Consulting, LLC, formerly Mittauer & Associates, Inc., hereinafter referred to as the Engineer, proposes to provide services as described in the Scope of Services to the City of Sebring, Florida, the Client, for the fees stipulated hereafter.

### **SCOPE OF SERVICES**

The Engineer shall provide the following Engineering Services including the preparation of construction drawings and specifications for the work identified in the City's grant agreement. Generally, this grant funds the engineering design and construction phase services, as well as the physical construction of the "Sanitary Sewer Infrastructure Hardening project", which is anticipated to include CIPP-lining rehabilitation of approximately 11,400 linear feet of gravity sewer, mainline point repairs, sewer lateral replacements, rehabilitation of 65 manholes, and full replacement of 7 manholes, along with associated restoration. More specifically this work shall include:

#### **ITEM A – ENGINEERING DESIGN SERVICES**

1. Preliminary engineering services including preliminary planning and scope development based on the assessment and review of the pipe and manhole video documentation from the City's Sanitary Sewer Evaluation Survey (SSES) and associated opinion of probable project cost.

2. Preparation of plans and specifications for the construction of the improvements, including the CIPP-lining rehabilitation of approximately 11,400 linear feet of gravity sewer, mainline point repairs and sewer lateral replacements, rehabilitation of 65 manholes, and full replacement of 7 manholes, along with associated restoration.
3. Preparation of an Engineer's Opinion of Probable Construction Cost.
4. Provide the Client with three (3) copies of final plans and specifications.

#### **ITEM B – TOPOGRAPHIC SURVEY & GEOTECHNICAL INVESTIGATION**

1. Provide on-site, above-ground field topographic survey information in the immediate area of improvements as necessary for the preparation of construction drawings and preparation of the permit applications. As it relates to subsurface utilities, the Engineer shall perform a Quality Level C Investigation in accordance with ASCE 38-22, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.
2. The Engineer shall obtain limited geotechnical soil data consisting of soil borings within the limits of full replacement and/or excavation associated with the project. This work does not include specialized field investigations, such as ground penetrating radar (GPR) or specialized studies.

#### **ITEM C – PERMITTING**

1. Preparation and submittal of applications for the required construction permits, including a Florida Department of Transportation (FDOT) Utility Permit, CSX Utility Permit, and a Highlands County General Utility Permit for proposed construction within the aforementioned rights-of-way.

#### **ITEM D – CONSTRUCTION BIDDING & AWARD**

1. The Engineer shall assist the Client in advertising the project for construction bids, based upon award to a single contractor, by preparing an invitation to bid; transmitting bid documents to prospective bidders; maintaining a record of prospective bidders to whom Bidding Documents have been issued; issuing addenda as appropriate to clarify, correct, or change the bid documents; and preparing a tabulation of bids.

#### **ITEM E - CONSTRUCTION ADMIN./ PROJECT MGMT & RESIDENT OBSERVATION**

1. Provide standard Engineering Construction Administration Services, including the preparation of construction contract documents; attending a preconstruction conference; reviewing the Contractor's material shop drawings; making periodic visits to the site to observe the progress of the various aspects of the Contractor's work; reviewing and approval of the Contractor's applications for payment; processing change orders, if required; reviewing the Contractor's completion documents; and performing a final inspection of the work.

2. The Engineer shall provide the services of a full-time Resident Project Representative (RPR) at the site to provide a more continuous observation of the Contractor's work. The RPR's time shall be based on an average of 40 hours per week at an estimated 38 weeks of construction time.

#### **ITEM F - ENGINEERING CLOSEOUT, RECORD DRAWINGS & GIS MAPPING**

1. The Engineer shall assist with the appropriate construction closeout documents, including the required permit certifications of completion, review of Contractor's as-builts and preparation of associated record drawings.
2. The engineer shall assist the Client in updating the Client's GIS mapping by providing updated KMZ files for the sewer collection system components included within the project scope and included as part of the record drawings.

#### **DEPARTMENT OF COMMERCE CONTRACT CONDITIONS**

The Engineer shall comply with the Contract Conditions of the Client's Department of Commerce CDBG-MIT Contract as required for the Client's consultants. More specifically, this shall include the following:

##### ITEM 1 - STATE AND FEDERAL REQUIREMENTS

The Engineer shall comply with all applicable State and Federal Regulations as they relate to this project.

##### ITEM 2 - HOLD HARMLESS

The Engineer shall hold the Department of Commerce and the Client harmless against all claims of whatever nature arising out of the Engineer's performance of work under this Agreement, to the extent allowed and required by law.

##### ITEM 3 - RETENTION OF RECORDS

The Engineer shall retain all records relating to this contract for six (6) years after the Client makes final payment and all other pending matters are closed.

##### ITEM 4 - ACCESS TO RECORDS

The Client, the Florida Department of Commerce, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers, and records, including electronic storage media, of the Administrator which are directly pertinent to this contract for the purpose of audit, examination, making excerpts, and transcriptions, as they may relate to this Agreement.

ITEM 5 - FEDERAL LOBBYING PROHIBITIONS

The Engineer certifies, that to the best of his knowledge and belief that no Federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person or member of a Federal Agency related to this project.

ITEM 6 - PROHIBITION AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any person, company, corporations, individual, or firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this agreement.

ITEM 7 - CONTRACT AMENDMENT

The terms and conditions of this contract may be changed at any time by mutual agreement of the parties hereto. All such changes with associated costs shall be incorporated as written amendments to this contract and attached hereto.

ITEM 8 - FEDERAL PROVISIONS

The Engineer shall comply with the applicable portions of Attachment "A" Federal Provisions, Appendix II to 2 CFR Part 200, and E-Verify.

ITEM 9 - TERMINATION (CAUSE AND/OR CONVENIENCE)

- A. This contract may be terminated in whole, or in part, in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.
- B. This contract may be terminated in whole, or in part, in writing by either party for its convenience provided that the other party is afforded the same notice and consultation opportunity specified in Paragraph A above.
- C. If termination for default is effected by the Client, an equitable adjustment in the price for this contract shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the Engineer at the time of termination may be adjusted to cover any additional costs to the Client because of the Engineer's default.

- D. If termination for convenience is effected by the Client, the equitable adjustment shall include a reasonable profit for services or other work performed for which profit has not already been included in an invoice.
- E. For any termination, the equitable adjustment shall provide for payment to the Engineer for services rendered and expenses incurred prior to receipt of the notice of intent to terminate, in addition to termination settlement costs reasonably incurred by the Engineer relating to commitments (e.g., suppliers, subcontractors) which had become firm prior to receipt of the notice of intent to terminate.
- F. Upon receipt of a termination action under Paragraphs A or B above, the Engineer shall (1) promptly discontinue all affected work (unless the notice directs otherwise) and (2) upon payment for services, deliver or otherwise make available to the Client all data, drawings, reports, specifications, summaries and other such information, as may have been accumulated by the Engineer in performing this contract, whether completed or in process.
- G. Upon termination, the Client may take over the work and may award another party a contract to complete the work described in this contract.
- H. If, after termination for failure of the Engineer to fulfill contractual obligations, it is determined that the Engineer had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Client. In such event, adjustment of the contract price shall be made as provided in the respective Paragraph D above.

#### ITEM 10 - REMEDIES

Unless otherwise provided in this contract, all claims, counter-claims, disputes and other matters in question between the Client and the Engineer, arising out of or relating to this contract, or the breach of it, will be decided by arbitration if the parties mutually agree or in a Florida court of competent jurisdiction.

#### ITEM 11 - TERMS AND CONDITIONS

This contract contains all the terms and conditions agreed upon by both parties.

#### ITEM 12 - ADJUSTMENT OF CONTRACT PRICE

Truth-in-Negotiation Certification: In accordance with F.S. 287.055(5)(a) for contracts totaling over \$195,000.00, the Engineer hereby certifies that the unit cost used in preparing our basis for the Lump Sum compensation in the Client's CDBG project are accurate, complete, and current at the time of contracting. We further agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Client determines the contract price was increased due to inaccurate, incomplete, or noncurrent unit cost. All such adjustments shall be made within one year following the end of the contract.

ITEM 13 - ENVIRONMENTAL COMPLIANCE

If the contract exceeds \$100,000, the Engineer shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15). The Engineer shall include this clause in any subcontracts over \$100,000.

ITEM 14 - ENERGY EFFICIENCY

The Engineer shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

ITEM 15 - CONFLICTS WITH OTHER CLAUSES

If this contract contains any clauses which conflict with the above clauses, then this contract will be governed by the clause(s) in this section of the contract.

**CONDITIONS AND EXCLUSIONS**

The Client shall provide copies of all available Client records, including pertinent studies and reports, record drawings, GIS mapping data, right-of-way and/or boundary surveys, and related available information pertaining to the project to the engineer prior to the Engineer commencing work. The Client shall provide all regulatory agency permit application fees and related items required by the agencies. Should land acquisition or easements be required for this project, the Client shall provide services that may be required, such as property appraisals, legal surveys, easements, title searches, zoning changes, attorney fees, and recording fees.

The Engineer's scope of services does not include advertising costs, traffic studies, zoning-related tasks, wetlands surveys, wetlands permitting and/or wetland mitigation, flood plain permitting and/or flood plain mitigation, boundary or easement surveys, or value engineering.

Grant Administration Services including application preparation and submission; any application or contract revisions and amendments; preparing environmental review(s); seeking DOC opinions and interpretations and all other tasks required to manage, administer, and close out the grant while ensuring that Davis-Bacon and other applicable state and federal record keeping requirements are met, are the sole responsibility of the Grant Administrator procured by the Client.

**PURSUANT TO FLORIDA STATUTES, SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

### **SCHEDULE OF FEES**

For Item A – Engineering Design Services, the Engineer shall be paid a lump sum fee of \$160,000.

For Item B – Topographic Survey & Geotechnical Investigation, the Engineer shall be paid a lump sum fee of \$35,000.

For Item C – Permitting, the Engineer shall be paid a lump sum fee of \$15,000.

For Item D – Construction Bidding & Award, the Engineer shall be paid a lump sum fee of \$6,500.

For Item E – Construction Administration, Project Management & Resident Observation, the Engineer shall be paid a lump sum fee of \$233,200.

For Item F – Engineering Closeout, Record Drawings & GIS Mapping, the Engineer shall be paid a lump sum fee of \$20,000.

**TOTAL ENGINEERING FEES = \$469,700**

The Engineer shall respond to the Contractor's questions during construction at no cost to the Client. The Engineer shall make himself available to the Client at the Engineer's standard hourly rates for additional services as requested and changes in the project scope of work.

Invoices for services in progress are prepared monthly and are due in accordance with Florida Statute 218, The Local Government Prompt Payment Act. Payments which are not received in accordance herewith are subject to late fees as outlined in the Act as well as collection fees and may cause the Engineer to stop work on the Client's projects. The fees listed above do not include state sales tax, federal sales tax, or value added tax (VAT) should they be required by law.

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**ACCEPTANCE**

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of the proposal returned to the Engineer shall serve as Notice-to-Proceed. Should this proposal not be accepted within a period of thirty (30) days, it shall become null and void. This Agreement shall run concurrently with the Client's CDBG Agreement with Florida Department of Commerce.

Thank you for giving us the opportunity to serve the City of Sebring on this important endeavor.

Sincerely,  
CPH Consulting, LLC,  
formerly Mittauer & Associates, Inc.



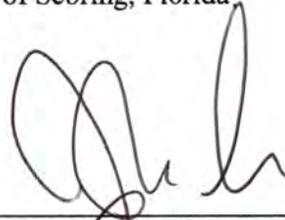
Kellen A. Lindsey, P.E.  
Senior Project Director



David E. Mahler, P.E.  
Chief Operating Officer

DEM/KAL/aem

Accepted by:  
City of Sebring, Florida



By: \_\_\_\_\_  
Josh Stewart, Council President

Date: 06-3-25

ATTACHMENT "A"

FEDERAL PROVISIONS

Equal Employment Opportunity

During the performance of this Contract, the CONSULTANT agrees as follows:

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed and the employees are treated fairly during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CLIENT setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT will cause the foregoing provisions to be inserted in all solicitation or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- C. The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The CONSULTANT will comply with all provisions of Executive Order 11246 or September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The CONSULTANT will furnish all information and reports required by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the CLIENT and the Florida or United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONSULTANT's non-compliance with the equal opportunity clauses in this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the CONSULTANT may be declared ineligible for further government contracts in

accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

- G. The CONSULTANT will include the provisions of paragraphs A. through G. in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the local governing authority(s) representative may direct as a means of enforcing such provisions including sanction for non-compliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CLIENT, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

#### Civil Rights Act of 1964

Under Title IV of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin be excluded from participation in, be denied benefits or, or be subjected to discrimination under any program or activity receiving federal financial assistance.

#### Section 109 of Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under Title I of the Housing and Community Development Act.

#### "Section 3" Compliance in the Provision of Training, Employment, and Business Opportunities

- A. The work to be performed under this Contract is assisted by directed federal assistance from the U.S. Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- B. The parties to this Contract will comply with the provisions of said Section 3 and regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the

Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- C. The CONSULTANT will send to each labor organization or representative of workers with which he has collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, CFR Part 135. The CONSULTANT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of this Contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

#### Records and Audits

The CONSULTANT shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the CLIENT to assure properly accounting for project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CLIENT or any authorized representative, and will be retained for six (6) years after the expiration of this Contract unless permission to destroy them is granted by the CLIENT.

## **APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

**(A)** Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies

in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

**(B)** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

**(C)** Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract

Compliance Programs, Equal Employment Opportunity, Department of Labor."

**(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition,

contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public

work, to give up any part of the compensation to which he or she is otherwise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**(E)** Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**(F)** Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties,

assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401. “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**(G)** Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water

Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H)** Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive

Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235). “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**(I)** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Such disclosures are forwarded from tier to tier up to the non-Federal award.

**(J)** See § 200.323.

**(K)** See § 200.216.

**(L)** See § 200.322.

**§ 200.323 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**§ 200.322 Domestic preferences for procurements.**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law

115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled

by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

**§ 200.321 Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

### Section 3

All Section 3 covered contracts and subcontracts must include the following clause:

- I. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC.1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance, or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- II. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- III. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- IV. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate actions, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- V. The contractor will certify that any vacant employment positions, including training positions, that are filled  
(1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- VI. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- VII. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC 450e) also applies to the work to be performed under this contract. Section

7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

- i. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible preference and opportunities for training and employment shall be given to Indians, and preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b). c..
- b. Section 3 Benchmarks and Reporting
  - i. Benchmarks. Contracts with CDBG awards over \$200,000 trigger Section 3 Benchmark requirements. When triggered, best efforts must be made to extend Section 3 opportunities to verified Section 3 workers and business concerns to meet these minimum numeric goals:
    1. Twenty-five percent (25%) of the total hours on a Section 3 project must be worked by Section 3 workers; and
    2. Five percent (5%) of the total hours on a Section 3 project must be worked by Targeted Section 3 workers.
  - ii. Reporting. If the subrecipient's reporting indicates that the subrecipient has not met the Section 3 benchmarks described in 24 CFR § 75.23, pursuant to 24 CFR § 75.25(b), the subrecipient must report in a form prescribed by HUD on the qualitative nature of its activities and those its contractors and subcontractors pursued.
  - iii. Recipient will comply with any Section 3 Project Implementation Plan documents provided by HUD or the State of Hawaii which may be amended from time to time for HUD reporting purposes.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.

In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

- (1) Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
- (2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

**Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion-Primary Covered Transactions**

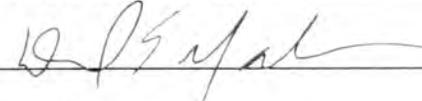
The Bidder certifies that, the firm or any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

1. Bidder must be registered with www.SAM.gov with a status of "Active" and have no Active Exclusions cited.
2. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any federal department or agency;
3. have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property
4. are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and
5. have not within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The Respondent certifies that it shall perform a debarment verification on any subcontractor, sub-consultant, material supplier or vendor, that it proposes to contract with to perform any work under this Bid, and shall not enter into any transaction with any sub-Contractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency unless authorized by St. Johns County.

Handwritten Signature of Authorized Principal(s):

NAME (print): David E. Mahler, P.E.

SIGNATURE:  \_\_\_\_\_

TITLE: Chief Operating Officer

NAME OF FIRM: CPH Consulting, LLC

DATE: 05-28-25



# CPH CONSULTING LLC

Unique Entity ID <b>FLKBP5UFEZD9</b>	CAGE / NCAGE <b>3C323</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Mar 7, 2026</b>	
Physical Address <b>500 W Fulton ST Sanford, Florida 32771-1220 United States</b>	Mailing Address <b>500 West Fulton Street Sanford, Florida 32771 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Florida 07</b>	State / Country of Incorporation <b>Florida / United States</b>	URL <b>http://www.cphcorp.com</b>

## Registration Dates

Activation Date <b>Mar 11, 2025</b>	Submission Date <b>Mar 7, 2025</b>	Initial Registration Date <b>Jan 9, 2003</b>
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## Entity Dates

Entity Start Date <b>Mar 6, 1981</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

No

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results

Yes

## Entity Types

<b>Business Types</b>		
Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>For Profit Organization</b>		

**Socio-Economic Types**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

**Financial Information**

Accepts Credit Card Payments <b>No</b>	Debt Subject To Offset <b>No</b>
EFT Indicator <b>0000</b>	CAGE Code <b>3C323</b>

**Points of Contact**

**Electronic Business**

☒  
Nikhil Jindal, Chief Strategy and Success Officer  
500 West Fulton Street  
Sanford, Florida 32771  
United States

**Government Business**

☒  
Nikhil Jindal, Chief Strategy and Success Officer  
500 West Fulton Street  
Sanford, Florida 32771  
United States

**Service Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	541310	Architectural Services
	541320	Landscape Architectural Services
	541370	Surveying And Mapping (Except Geophysical) Services
	541620	Environmental Consulting Services

**Product and Service Codes**

PSC	PSC Name
B510	Special Studies/Analysis- Environmental Assessments
C211	Architect And Engineering- General: Landscaping, Interior Layout, And Designing
C214	Architect And Engineering- General: Management Engineering
C219	Architect And Engineering- General: Other
F110	Environmental Systems Protection- Development Of Environmental Impact Statements And Assessments, Technical Analysis And Environmental Audits
F999	Other Environmental Services
R404	Support- Professional: Land Surveys-Cadastral (Non-Construction)

**Disaster Response**

This entity does not appear in the disaster response registry.