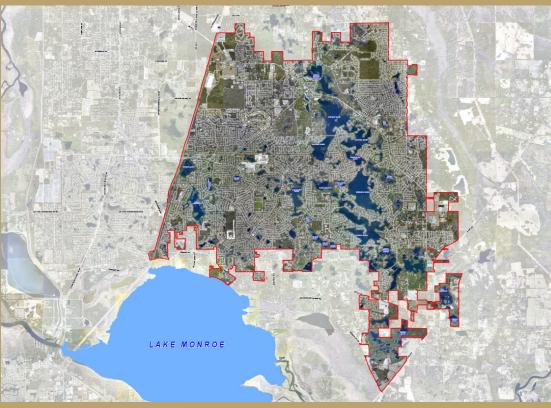


### Sealed Qualifications



# GRANT COMPLIANCE SERVICES





RFQ#: 23013

April 11, 2023



Mr. David Hamstra, P.E., CFM 301 West State Road 434, Suite 309 Winter Springs, Florida 32708 407-992-9160, ext. 309 david@pegasusengineering.net

#### Submit Qualifications to:

#### CITY OF DELTONA

Attn: Kate Duffy, CPPO, CPPB

2345 Providence Blvd. Deltona, Florida 32725

Attn: Purchasing

### # 23013

REQUEST FOR QUALIFICATIONS

#### **GRANT COMPLIANCE SERVICES**

### CLEARLY MARK SEALED ENVELOPE WITH BID NAME AND NUMBER

Contact:

Kate Duffy, CPPO, CPPB

Purchasing Manager

kduffy@deltonafl.gov

Phone: (386) 878-8100

Fax: (386) 878-8571

Response Due Date & Time:

TUESDAY, APRIL 11, 2023 AT 2:30 P.M.

Location of Public Opening:

City of Deltona, 2nd Floor Conference Room

2345 Providence Blvd., Deltona, FL 32725

RESPONDENTS

NAME: Pegasus Engineering, LLC

David W. Hamstra, P.E., CFM

Signature:

MAILING ADDRESS:

301 West State Road 434, Suite 309

Winter Springs, Florida 32708

Phone#: 407-992-9160

#### GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION

These documents constitute the complete set of terms and conditions, specification requirements, and forms. Respondents shall complete and submit the additional required information together with the forms herein in a binder and in the order as they are requested. All responses shall be submitted in a sealed envelope. The face of the envelope shall contain Company's name, return address, the due date and time, the RFQ# and title. Companies shall submit three typed copies and one unbound original (please do not use three ring binders) of their response, complete with all supporting documentation. SUBMITTAL OF A RESPONSE TO THIS REQUEST FOR QUALIFICATIONS CONSTITUTES AN OFFER BY THE COMPANY SUBMITTING RESPONSE. RFQ responses which do not comply with these requirements may be rejected at the option of the City.

<u>CONTACT</u>: All prospective Respondents are hereby instructed not to contact any member of the City of Deltona Commission, City Manager, or City of Deltona Staff members other than the noted contact person regarding this Request for Qualifications their or their response at any time during the RFQ process. Any such contact shall be cause for rejection of your response.

<u>DELAYS:</u> The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

**EXECUTION OF RFQ:** RFQ must contain a manual signature, in ink, of an authorized representative, who has the

legal ability to bind the Proposer in contractual obligations Responses must be typed or legibly printed in ink. Use of erasable ink is not permitted. The original bid conditions and specifications cannot be changed or altered in any way. Altered RFQ's will not be considered. Clarification of RFQ's submitted shall be in letter form, signed by proposers and attached to the RFQ.

RESPONDENT INFORMATION: Firms shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the RFQ Information Sheet, whichever part applies, and include with their submittal.





Section A

# Respondent Information Form



#### RESPONDENT INFORMATION FORM

#### FOR RFQ#23013 GRANT COMPLIANCE SERVICES

The undersigned proposer does hereby agree to furnish the City of Deltona, Florida, the items listed in accordance with the minimum requirements/evaluation criteria shown by the Request for Proposal to be delivered to the specified site for the price indicated.

### IT IS THE RESPONDENT'S RESPONSIBILITY TO CHECK www.demandstar.com FOR FINAL DOCUMENTS AND ADDENDUMS BEFORE SUBMITTAL

RESPONSES MUST BE SIGNED BY THE PRINCIPAL OR DIRECTOR AS INDICATED BY THE FLORIDA DEPARTMENT OF STATE, DIVISION OF CORPORATIONS (<a href="www.sunbiz.org">www.sunbiz.org</a>). Proof of corporate signer must be submitted with Proposal. If not submitted, Proposer will be considered non-responsive. Use Sunbiz website screen shot or copy of Corporate Resolution or Power of Attorney.

FIRM NAME:  Pegasus Engineering, LLC  26-0806410  PROPOSER ADDRESS:  OURCHASE ORDER ADDRESS:  PHONE NUMBER:  COMPANY WEBSITE:  Pegasus Engineering, LLC  26-0806410  301 West State Road 434, Suite 309, Winter Springs, Florida 32708  407-992-9160  www.pegasusengineering.net
PROPOSER ADDRESS:  OURCHASE ORDER ADDRESS:  PHONE NUMBER:  301 West State Road 434, Suite 309, Winter Springs, Florida 32708 407-992-9160
PHONE NUMBER:  301 West State Road 434, Suite 309, Winter Springs, Florida 32708 407-992-9160
PHONE NUMBER: 407-992-9160
THORE NOMBER.
COMPANY WEBSITE: www.pegasusengineering.net
COMPANY CONTACT (REP): David W. Hamstra, P.E., CFM
CONTACT EMAIL ADDRESS: david@pegasusengineering.net
THE UNDERSIGNED: SIGNATURE:
A. Acknowledges receipt of: Number dated
Number dated  Number dated
B. Has examined the site and all RFQ Documents and understands that in submitting his Proposal, they
waive all right to plead any misunderstanding regarding the same.
C. Agrees:
1. To hold their response open for 90 calendar days after the bid opening date.
2. To furnish the goods and/or services specified in this RFQ at the prices quoted in my responsive
proposal and in compliance with the RFQ Documents.
3. To accept the provisions of the Instructions to Proposers.
4. To negotiate a contract with the City incorporating the proposal prices, if selected on the basis of this Proposal.
5. To accomplish the work in accordance with the contract documents.
D. Certifies:
1. That all information contained in this bid/proposal is truthful to the best of my knowledge and belief.
<ol> <li>That I am duly authorized to submit this bid/proposal on behalf of the vendor/contractor and that the vendor/contractor is ready, willing, and able to perform if awarded the bid/proposal.</li> </ol>





Section B

# Table of Contents

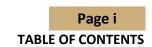


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Section C

# Introduction Letter





April 11, 2023

Ms. Kate Duffy, CPPO, CPPB Purchasing Manager City of Deltona 2345 Providence Boulevard Deltona, Florida 32725



Re: REQUEST FOR QUALIFICATIONS No. 23013 - GRANT COMPLIANCE SERVICES

Pegasus Engineering, LLC appreciates this opportunity to submit our qualifications to provide the City of Deltona with professional services related to Grant Compliance Services. We understand that the City is looking for a company capable of providing assistance and support for grant management in order to maximize funding from the Federal Emergency Management Agency (FEMA), the State of Florida Division of Emergency Management (FDEM), the Department of Economic Opportunity (DEO), the Natural Resources Conservation Service (NRCS), the Florida Department of Environmental Protection (FDEP), among others. Moreover, the City of Deltona is looking for a company who is familiar with the City's unique community needs and who has extensive knowledge of grant requirements and the capability to maximize and secure funding, expedite the process, and retain funds during project closeout and audit.

As a brief introduction, Pegasus Engineering, LLC is a civil infrastructure engineering firm located at 301 West State Road 434, Suite 309, Winter Springs, Florida 32708, that is dedicated to assisting governmental agencies with Florida's growing public infrastructure needs. Pegasus Engineering is a Limited Liability Corporation (LLC) qualified by the State of Florida, Board of Professional Engineers under Certificate of Authorization No. 27770. The company's Federal Employer Identification Number is 26-0806410. Pegasus Engineering is also a certified minority owned business (MBE).

The extensive experience and accomplishments of our firm's personnel with consulting services related to grant writing and management, as well as flood mitigation planning, NFIP's Community Rating System, engineering design, permitting and construction of stormwater and transportation infrastructure projects for local governments, is unsurpassed in terms of responsiveness, quality of services, and in meeting schedules and budget objectives.

Specifically, to the City of Deltona, Pegasus Engineering, LLC has had the honor and privilege of serving the City since 1997. As City staff can attest, Pegasus Engineering provides clients with a very talented staff, which have collectively performed an entire realm of civil engineering and grant management assignments with professional integrity, competence, and respect. The key personnel in charge of this contract include the following individuals:

o Grant Program Manager: **David Hamstra, P.E., CFM,** 407-992-9160, ext.309, david@pegasusengineering.net o Grant Project Manager: **Leylah Saavedra, P.E., CFM,** 407-992-9160, ext.310, leylah@pegasusengineering.net

Retrofit projects may seem similar in nature; however, they may present a realm of specific characteristics that can be atypical, unique and/or complex. Our Pegasus Engineering team of professionals has gained substantial grant management experience having successfully completed a great number of simple and complex projects throughout the State of Florida.

Having been involved in grant services, extending from grant application development to project close-out, Pegasus Engineering's involvement in previous projects provides a wealth of grant management experience relative to this contract. Moreover, our company offers the City several distinct advantages that are germane to this contract, the most important of which are briefly summarized as follows:

- ◆ Familiarity with the City's needs The senior staff from Pegasus Engineering has had the honor of serving the City initially since 1997 when the prior company they worked for was entrusted with the preparation of the City's Stormwater Management Master Plan, Stormwater Utility Assessment Report, Lake Theresa Outfall Improvements, Stormwater Litigation Services, among others. Our senior personnel's tenure working for the City has allowed us to develop a vast knowledge of the City's infrastructure, community needs, and landlocked watersheds with limited flood protection.
- Schedule Considerations Pegasus Engineering is committed to meet time and budget requirements and limitations. Due to municipal budget constraints in today's economic environment, our team understands more than ever that each project must meet the defined schedule in order to maximize the funding share and to comply with grant contract timelines and conditions. Pegasus Engineering prioritizes the work based on the grant agreements' Period of Performance end dates. We will strive to exceed the City's grant management expectations to comply with the established deadlines specific to the City's current and future grant agreements issued by various Federal, State and/or local sources.
- Benefit of Long Term and Significant Relationships with Funding Source staff Our senior staff has an unsurpassed history of providing the most complete grant applications in efforts to ease the technical review by the sponsoring agency staff and minimize the Request for Information process, hence expediting the grant approval process. As an example related to FEMA grants, our level of professionalism and commitment has been identified by key staff and high-ranking members of FDEM, with whom senior Pegasus staff have developed and nurtured key relationships that have proven to be invaluable resources for the success of the grants administered by FDEM and FEMA.

In closing, our team understands the nature of the work to be accomplished, the tasks envisioned under this contract, which are listed in the scope of service presented in the RFQ, and the expectations and services that the City of Deltona requires from their consultants. Pegasus Engineering, LLC will be honored to assist the City with services ranging from identification of potential projects to grant development and administration services with a realm of Federal, State and local grant sources that fit the scope of work of the City's projects. Our company hereby acknowledges that this Request for Qualifications Response is based on the terms set forth in the RFQ and that Pegasus Engineering and all assigned professional staff possess all licenses, registrations and certifications required to provide the requested services in the State of Florida and Volusia County/City of Deltona.

We trust that our qualifications combined with our extensive and successful grant experience with similar projects, will demonstrate our unique qualifications and our strong professional desire to perform for the benefit of the City of Deltona. We urge the Selection Committee to contact our clients regarding our performance on similar projects. We guarantee that the City will be most pleased with our ability to provide responsive professional Grant Compliance Services.

Very truly yours,

PEGASUS ENGINEERING, LLC

David W. Hamstra, P.E., CFM Grant Program Manager Fursan Munjed, P.E.

Principal





Section D

# Qualifications



### Qualifications



#### **D.1 GENERAL**

Pegasus Engineering is a Limited Liability Corporation (LLC) qualified by the State of Florida, Board of Professional Engineers under Certificate of Authorization No. CA27770. The company Federal Employer Identification Number is 26-0806410. Mr. Juan Fong, P.E. and Mr. Fursan Munjed, P.E. are the firm's principal officers.



Pegasus Engineering, LLC is celebrating its 15<sup>th</sup> year of successful business and continues to provide the State of Florida with professional engineering services related to public infrastructure, with a primary emphasis on grant stormwater management, management, and transportation. It should be noted that we have specialized and focused our energies on serving Florida governments in a similar capacity through continuing contracts.



Pegasus Engineering, LLC is a civil engineering firm that was organized and registered with the State of Florida in August 2007. However, senior staff have been providing successful grant management services to public clients for the past 18 years.

A copy of the **State of Florida Business License** and a copy of the current **Business Tax Receipt** are presented herein.

#### State of Florida Department of State

I certify from the records of this office that PEGASUS ENGINEERING, LLC is a limited liability company organized under the laws of the State of Florida, filed on August 28,2007.

The document number of this limited liability company is L07000088384.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on January 21, 2023, and that its status is active.

Given under my hand and the Great Seat of the State of Florida at Tallahassee, the Capital, this the Twenty-first day of January, 2023

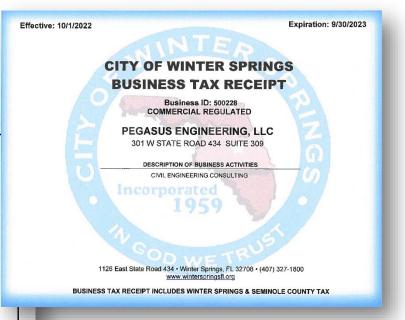


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Tracking Number: 7919644244CC

To authenticate this certificate, visit the following site, enter this number, and then

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentications and the state of the sta





Moreover, Pegasus Engineering is also certified (under the provisions of 287 and 295.187 of the Florida Statutes) as a Minority Business Enterprise.



#### **Office Location**

The vast majority of the work to be completed for this contract will be performed at **Pegasus Engineering headquarters** located in Winter Springs, Seminole County, at the following address:

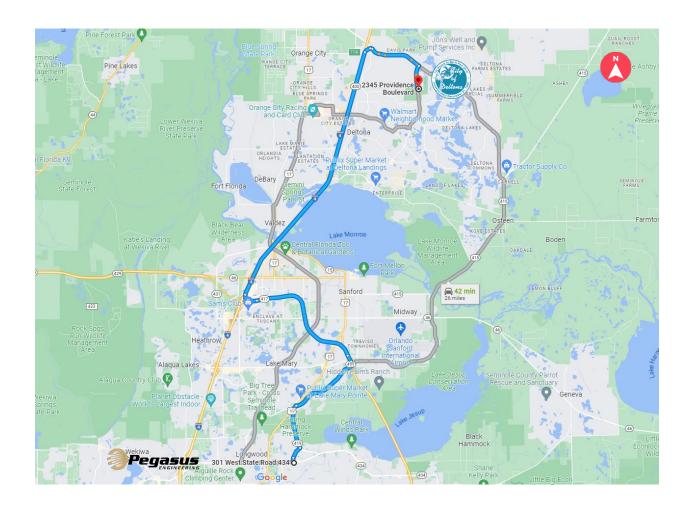
Pegasus Engineering, LLC 301 West State Road 434 Suite 309 Winter Springs, Florida 32708

Our main office is located approximately 35 minutes (27 miles) from City Hall and Public Works.

Our satellite office located at 3030 Starkey Boulevard, Suite 226, Trinity, Florida 34655 will provide support services, if needed, based on the workload that will be generated by the City of Deltona's Grant Compliance Services contract.



Section D Page 3
QUALIFICATIONS



#### Firm Size and Structure

Our firm is led by two (2) Principals, with a total of eleven professional engineers, with experience ranging from 21 to over 50 years of professional service. Our engineers are supported by four (4) designers/technicians and two (2) administrative staff. The following table summarizes our firm's professional staff along with the years of professional experience for each member organized by department:



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QUALIFICATIONS

Pegasus Engineering Staff Summary By Department					
Stormwater & Grants	Transportation	Civil / Utilities	Administrative		
*David Hamstra, P.E., CFM (39)	Juan Fong, P.E. (30)	Tom Kelley, P.E. (50⁺)			
*Greg Teague, P.E., CFM (33)	Fursan Munjed, P.E. (30)	*Beth Whikehart, P.E., CFM (21)	*Priscilla		
*Leylah Saavedra, P.E., CFM (27)	Firas Munjed, P.E. (31)		Villanueva		
*Mike Bruegger, P.E. (37)	Keith Johnson, P.E. (21)		*Linnie Hunt		
*Johan Rodriguez, P.E., CFM (27)	Sean Beck (21)				
*Jason Birkhead (23)	Tom Andrezzi (42)				
*Donny Greenough (32)					

<sup>\*</sup>Pegasus staff members who will perform the work required under this contract, including 6 State of Florida Professional Engineers, of which 5 are also State Certified Floodplain Managers, 2 designers, and 2 administrative assistants.

Pegasus Engineering has maintained the same organizational structure since its formation in 2007 and has not experienced any significant changes in organizational structure, ownership, or management both firm-wide or within fixed income/public finance.

#### **Personnel Specialties**

The Project Team committed to provide professional services under this contract will be led by a Project Manager who will oversee the daily activities of the Grant Manager and supporting team of professionals. The project team will dedicate their extensive grant management and engineering expertise and knowledge to meet the needs of the City throughout the duration of the contract. Specifically, the following Pegasus staff from our office headquarters located at **301** West State Road 434, Suite 309, Winter Springs, Florida 32708 will be assigned to this contract:

Mr. David Hamstra, P.E., CFM .......Grant Program Manager 407-992-9160, extension 309 david@pegasusengineering.net

Ms. Leylah Saavedra, M.S., P.E., CFM ......Grant Project Manager / Sr. Project Engineer 407-992-9160, extension 310 leylah@pegasusengineering.net



Section D Page 5
QUALIFICATIONS

### GRANT COMPLIANCE SERVICES RFQ #23013

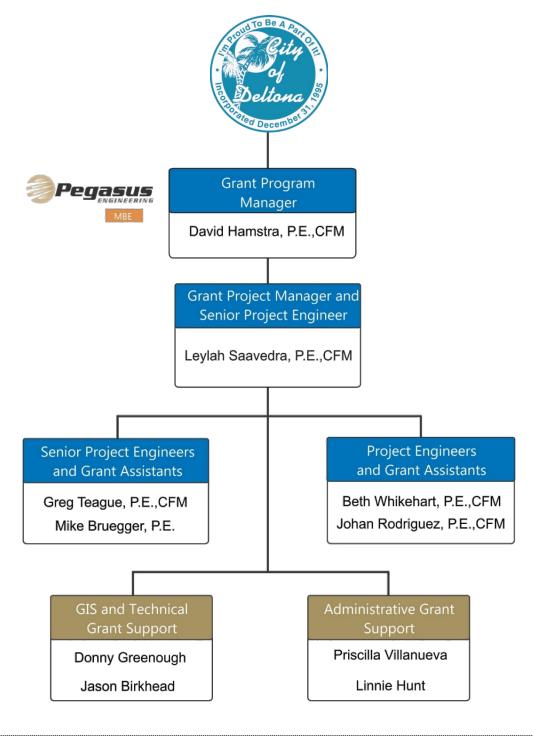
Mr. Greg Teague., P.E., CFM
Mr. Johan Rodriguez, P.E., CFMGrant Assistant/Project Engineer 407-992-9160, extension 312
johan@pegasusengineering.net
Ms. Beth Whikehart, P.E., CFM
Mr. Donny Greenough
Mr. Jason Birkhead
Ms. Priscilla Villanueva
Ms. Linnie Hunt
The following individual will assist throughout the duration of this contract, on an as needed basis, from our satellite office located at 3030 Starkey Boulevard, Suite 226, Trinity, Florida 34655:
Mr. Mike Bruegger, P.E



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QUALIFICATIONS

#### **Organizational Chart**

The following Organizational Chart depicts the Pegasus Team of professionals who will be assigned to serve the City of Deltona under this contract. Note that corresponding resumes have been included within Section D.3, Team Experience.





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QUALIFICATIONS

#### D.2 FIRM EXPERIENCE

During the past twenty-nine (29) years, senior staff of the Pegasus Engineering Stormwater Department have provided stormwater-related engineering services for numerous continuing contracts encompassing a diverse array of governmental entities. For the past eighteen (18) years, the Pegasus Team's senior staff have been successfully providing grant-related management services to our clients.

In summary, the Pegasus Engineering Stormwater Department specializes in providing our public sector clients with specific services, such as:

- Grant Application Development
- Grant Management (Ph I & Ph II)
- Benefit Cost Analyses
- NPDES Support Services
- Community Rating System (CRS) Services
- Stormwater Management Master Plans
- o Drainage Basin Studies
- Hydrologic / Hydraulic Modeling
- Capital Improvement Programs (CIPs)
- Stormwater Retrofit Projects
- Environmental Permitting
- Post-Design Services

Moreover, one of the major strengths of the senior personnel of Pegasus' Stormwater Department is the ability to secure grant money from various local, state and federal programs and successfully and effectively manage grant programs. Proposed capital improvement projects, as well as flood mitigation projects, are costly and require a substantial financial commitment from the municipality or homeowners. However, there are numerous programs that provide funding to alleviate some of the financial burden and allow projects to move forward. Over \$100 million dollars in grant funding has been secured by Pegasus staff, of which \$70 million dollars are exclusively FEMA funding from the Hazard Mitigation Grant Program (HMGP), the Flood Mitigation Assistance (FMA) and the Pre-Disaster Mitigation (PDM) programs. Meanwhile, over \$40 million dollars of grant funding are currently being managed by our senior personnel on behalf of various municipalities/clients.

Regarding **FEMA grant experience**, our team of professionals are involved in numerous Local Mitigation Strategy (LMS) technical groups for the Cities and Counties that we serve, by participating in quarterly meetings where mitigation projects are discussed for incorporation into the respective County's master mitigation project list. On many occasions, our team of professionals have held technical presentations related to floodplain management in front of the LMS technical groups.



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QUALIFICATIONS

Our Pegasus Engineering staff is also quite familiar with FEMA's portal platform, including the newly implemented FEMA Grants Outcomes,



or simply called "FEMA GO" interface, implemented in 2020 by FEMA as the new grant system, which allows for the digital submittal of FMA and BRIC grant applications.

Moreover, our Pegasus Engineering staff has vast experience developing hydrologic & hydraulic (H&H) studies ranging in size from a small drainage area to several hundreds of acres. Flood routing analysis is critical in the field of stormwater management as flood routing results serve as the basis for the development of the damage quantification analysis needed for the development of a successful Benefit Cost Analysis. These efforts are complemented with detail-developed figures and exhibits prepared using the latest version of ArcGIS technology.



Our team is also very familiar with FEMA's latest Benefit Cost Analysis toolkit, version 6.0. This Excel-based software allows for the development of benefits generated by mitigation projects based on incurred historic damages or flood-routed and predicted damages. These values are compared to the proposed project cost; therefore, generating a benefit cost ratio for the mitigation project being analyzed.

Regarding the <u>NRCS Emergency Watershed Protection (EWP) grant funding</u> assistance, and since 2008, Pegasus senior staff has helped local Florida cities to secure funding to address watershed impairments that would otherwise pose a threat to human life and properties.



As a consequence of the devastation caused by Hurricane Ian in September 2022, Pegasus Engineering has recently successfully secured \$4.4 million dollars for the City of Winter Springs for the restoration of Howell Creek, Bear Creek, and Gee, No Name and Sheoah Creeks. This funding represents a 75% match to be applied to sedimentation removal, debris removal and streambank stabilization efforts of the affected local creeks.



Pegasus Engineering was also instrumental to the securing of NRCS funding for the City of Altamonte Springs' Hurricane Irma damages. In addition to structural damage and power outages, significant flooding also occurred as a result of the copious rainfall that began on September 9, 2017. Some of the worst flooding within the City of Altamonte Springs occurred along various segments of Little Wekiva Road (within Spring Oaks Subdivision) as a result of flood stages overtopping the Little Wekiva River



channel banks. Providing adequate flood protection for this area would require acquisition and subsequent demolition of residential structures, or potentially elevating the existing flood prone structures. A Preliminary Engineering Report was published by Pegasus Engineering on April 20, 2018 to document an assessment of the Little Wekiva River between State Road 436 and State Road 434 that focused primarily on streambank erosion and other structural damage that was caused by Hurricane "Irma". The streambank erosion assessment was initiated with field reviews in October and November 2017, which ultimately resulted in identifying seven (7) separate problem areas for which erosion control countermeasures need to be implemented. In early May 2018, City staff identified two (2) additional problem areas within Spring Oaks Subdivision related specifically to streambank erosion and scour occurring at the outlet end of existing storm pipes and/or pipe end treatments at 523/525 Little Wekiva Road and 547/601 Little Wekiva Road.

Erosion control countermeasures, including sheet pile walls, gabion baskets and rubble riprap, were implemented for all nine (9) projects with Federal funding assistance provided by the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program. Because the NRCS EWP grant stipulates that projects have to be designed, permitted and constructed within a 220-day schedule that begins immediately after the agreement is executed by all parties, City staff decided to distribute the workload between multiple engineering firms under one of the City's continuing contracts. In an effort to segregate the work and provide additional flexibility for construction bidding, the projects were combined into three (3) separate "groups", with each consultant providing design services for a specific group as assigned by City staff. The City also tasked Pegasus Engineering with general project management, assistance with grant administration, permitting, and other miscellaneous services.



Pegasus Engineering also assisted the City of DeBary to secure and manage NRCS funding associated with Tropical Storm "Fay" (August 18-23, 2008) which caused widespread flooding that persisted for several months. Damage Survey Reports (DSRs) were prepared requesting Federal funding assistance provided by the U.S. Department of Agriculture Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Program. Grant funding was requested and received for the following two (2) projects:

<u>DeBary Villas</u>: Grant funding in the amount of \$170,000 was received from NRCS to re-construct a portion of Wood Hollow Road that was completely washed away by overflow discharge from an adjacent water feature (possibly a sinkhole). The road re-construction included replacement of existing utility infrastructure that was also damaged, as well as restoration of a downstream water feature to repair erosion.

Glenn Abbey Club Pond and Unnamed Lake #2: Grant funding in the amount of \$398,000 was received from NRCS to repair erosion and other damage that occurred as a result of overflow discharge from Unnamed Lake #2 and the northern stormwater pond within Glen Abbey Club Subdivision.

- Overflow discharge from Unnamed Lake #2 caused gully erosion as the flow made its way
  into the southwest corner of the Glen Abbey Club Pond (this was the historical overflow
  path before the Glen Abbey Club Subdivision was constructed).
- Although the Glen Abbey Club Pond was designed to provide 100-year retention of the stormwater runoff from a portion of the Glen Abbey Subdivision, the additional inflow from Unnamed Lake #2 caused the northern pond berm to fail in two (2) different locations. The pond berm failures and the rapid discharge from the pond contributed to additional flooding downstream.
- In addition to the required restoration activities, "high-level" gravity overflow systems were also implemented for Unnamed Lake #2 and the Glen Abbey Club Pond to mitigate the potential for future damage if these areas ever experience another rainfall event of a magnitude similar to Tropical Storm "Fay".



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QUALIFICATIONS

For the DeBary NRCS assistance following Tropical Storm "Fay", representatives of Pegasus Engineering were tasked with: general project management; NRCS grant administration; final design, permitting and preparation of bid documents; limited post design and construction oversight; and other miscellaneous services. NRCS grant administration also encompassed reimbursement requests and other supporting documentation related to project close-out.

Regarding <u>FDEP grant funding</u>, Pegasus Engineering staff has secured funding from the Florida Forever Program (TMDL Water Quality Non-Point Source Reduction Program), the 319 Non-Point Source Program and the State Water Quality Assistance Grant (SWAG) Non-Point Source Program for the benefit of nine Florida cities and counties. Pegasus Engineering's involvement with these grants ranged from grant application development to successful grant close-outs. The following list summarizes the FDEP grants successfully secured and managed by Pegasus Engineering staff, for the benefit of our clients.

#### FDEP Florida Forever Program (TMDL Water Quality Non-Point Source Reduction Program)

- \$400,000 for Seminole County (Club II Borrow Pit Stormwater Management Facility)
- \$850,000 for the City of Ocoee (Pioneer Key Regional Drainage Improvements)
- \$1,575,127 for the City of Winter Garden (Dr. Bradford Memorial Park Regional Pond)
- \$880,000 for the City of Ocoee (City Hall Regional Stormwater Pond)
- \$1,170,000 for Lake County (Hollondel Road Regional Stormwater Pond)
- \$1,105,000 for Polk County (Elizabeth Place Hydrologic Enhancement Program)

#### **FDEP 319 Non-Point Source Program**

- \$200,000 for the City of Edgewater (Reclaimed Water Augmentation Project)
- \$362,942 for the Town of Windermere (Stormwater Outfall Improvements)
- \$400,000 for Polk County (Elizabeth Place Hydrologic Enhancement Program)



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#### FDEP State Water Quality Assistance Grant (SWAG) Non-Point Source Program

o \$241,979 for Volusia County (Thornby Park Water Quality Improvement Project)

#### **FDEP Joint Participation Agreement**

\$500,000 for the City of DeBary (West Side Emergency Flood Management System)

#### **Grant Management Contracts with Governmental and Private Clients**

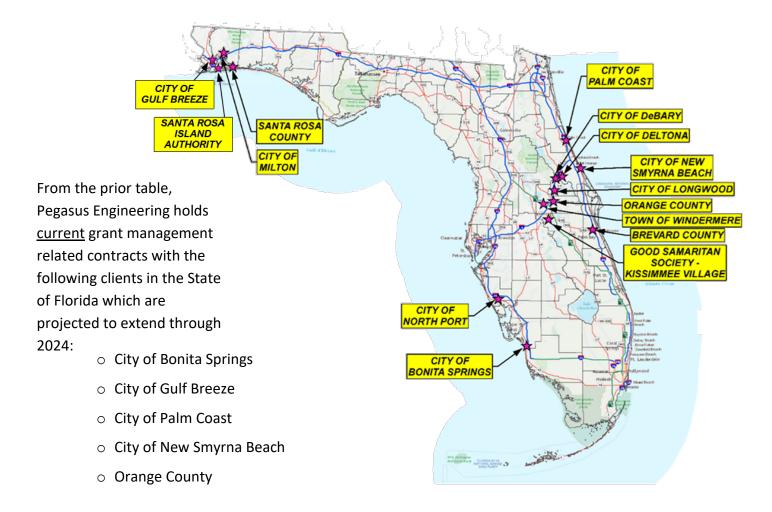
The following listing summarizes current and past clients served by Pegasus Engineering under grant management services contracts:

PEGASUS CLIENT	FLORIDA REGION	NUMBER OF GRANT-RELATED PROJECTS
Santa Rosa County	Northwest Florida (Florida Panhandle)	16
City of Bonita Springs	West Florida (Lee County)	11
City of DeBary	East Central Florida (Volusia County)	8
Town of Windermere	East Central Florida (Orange County)	4
City of New Smyrna Beach	East Central Florida (Volusia County)	3
AdventHealth	East Central Florida (Flagler County)	3
Brevard County	Southeast Central Florida	2
City of Gulf Breeze	Northwest Florida (Santa Rosa County)	2
Good Samaritan Society, City of Kissimmee	South Central Florida (Osceola County)	2
City of Longwood	Central Florida (Seminole County)	2
Orange County	East Central Florida	2
City of North Port	West Florida (Sarasota County)	1
City of Palm Coast	Northeast Central Florida (Flagler County)	1
City of Deltona	East Central Florida (Volusia County)	1
City of Milton	Northwest Florida (Florida Panhandle)	1
Santa Rosa Island Authority	Northwest Florida (Florida Panhandle)	1



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QUALIFICATIONS



The Pegasus Engineering professionals to be assigned to this contract have a wealth of experience with previous projects that are very similar in nature to the tasks envisioned by the City of Deltona as part of this Grant Compliance Services contract. More specifically, David Hamstra, P.E., CFM and Leylah Saavedra, P.E., CFM are very well-respected professionals in the field of grant management in the State of Florida. Mr. Hamstra and Ms. Saavedra, supported by their team of grant management professionals, have extensive experience working with local governments on securing and managing FEMA grants secured under the Hazard Mitigation Grant Program (HMGP), the Flood Mitigation Assistance Program (FMA), the Pre-Disaster Mitigation Program (PDM), and the Building Resilient Infrastructure and Communities Program (BRIC). Additionally, the Pegasus team has a wealth of experience securing and managing NRCS, FDEP, and HUD Grant programs (i.e., Community Development Block Grant or CDBG, CDBG-Disaster Recovery and CDBG-Mitigation).



**Section D** 

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#### **COMPLETED/CURRENT EXAMPLES OF GRANT ADMINISTRATION WORK**

As justification / documentation of our previous experience with Federal and State grant management, please refer to the following ten (10) representative projects, which demonstrate our prior grant-related experience.

Project Name	Client	
Elevation of 9 Flood-Prone Homes and Demolition/Reconstruction of 17 Flood-Prone Homes	City of New Smyrna Beach, Florida	
Orlo Vista Flood Mitigation Project	Orange County, Florida	
Spring Creek Golf Course Drainage Improvements	Bonita Springs, Florida	
City Hall Generator	City of Palm Coast, Florida	
Saferoom for First Responders	City of Longwood, Florida	
Emergency Power Upgrade for Chiller Support	Florida Hospital New Smyrna Beach	
Elevation of 87 Structures – Decommissioning of Wastewater Treatment Plant	Good Samaritan Society Kissimmee, Florida	
IBE/Downs/Quinn/Dean West of Imperial Voluntary Home Acquisition and Demolition	City of Bonita Springs, Florida	
Metron Estates Drainage Basin Improvements	Santa Rosa County, Florida	
Citywide NRCS Program	City of Winter Springs, Florida	



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QUALIFICATIONS













# ELEVATION OF 9 FLOOD-PRONE HOMES AND DEMOLITION/ RECONSTRUCTION OF 17 HOMES CITY OF NEW SMYRNA BEACH, FLORIDA

HMGP 4337-197-R HMGP 4337-374-R HMGP 4337-373-R

#### Services Provided:

- HMGP Grant Application Development
- Benefit Cost Analyses
- Public Meetings
- Engineering Analysis
- Volusia County LMS Presentation
- One-on-One Meetings with Homeowners
- City Council Presentations
- Coordination with DEM and City staff

Engineering Fees: \$203,535

#### Construction Costs:

Project **1**: \$1,287,888 (bid amount) Project **2**: \$997,300 (bid amount) Project **3**: \$3,841,796 (estimate)

#### **Client Reference:**

Kyle W. Fegley, P.E., City Engineer City of New Smyrna Beach 210 Sams Avenue New Smyrna Beach, Florida 32168 386-410-2811 / 386-410-2804 (fax) kfegley@cityofnsb.com

#### Project Manager:

David Hamstra, P.E., CFM (Project Management)

#### <u>Senior Project Engineer/Grant</u> Manager:

Leylah Saavedra, P.E., CFM (HMGP and Grant Application Development)

<u>DEM Project Manager:</u> Carmen Acosta The Central Beach and Islesboro communities of the City of New Smyrna Beach are located in immediate proximity to the Callalisa Creek and Turnbull Bay waterbodies, which are hydraulically connected to and directly influenced by the Atlantic Ocean via Ponce de Leon Inlet. Climatic changes and global warming are becoming evident in these coastal communities. This fact, combined with their tidal-influenced condition, are making these areas very vulnerable for recurring structural flooding. In October 2016 (Hurricane Matthew) and/or September 2017 (Hurricane Irma), over 40 homes experienced structural flooding and a considerable content loss as flood waters staged between 2 inches and 18 inches inside living quarters, causing vast devastation.

In an attempt to flood-mitigate affected residences, the City of New Smyrna retained the services of Pegasus Engineering to conduct public meetings, coordinate with City staff and local residents, provide updates to the City Commission, and conduct public presentations. The goal of this effort was to establish the number of homeowners interested in mitigating their homes. Once this effort was completed, Pegasus proceeded to conduct one-on-one meetings with individual homeowners in order to hear their concerns, determine their best mitigation alternative, and discuss temporary living expense allowances, given their particular cases. Additional public workshops, a Volusia County Local Mitigation Strategy (LMS) presentation and continuous coordination with homeowners (in order to address their additional concerns) and with the State of Florida Division of Emergency Management (DEM) staff (in order to consult regarding the mitigation strategies being considered) also took place via e-mail correspondence.

Subsequently, Pegasus proceeded to prepare and submit FEMA Hazard Mitigation Grant Program (HMGP) applications to DEM under the Hurricane Irma Disaster (DR-4337) to offset the costs associated with the implementation of the chosen mitigation measures, namely: elevation and mitigation reconstruction. Three HMGP applications were submitted to the State for funding consideration: • Elevation of 6 homes based on Pre-Calculated Benefits; • Elevation of 3 homes based on Benefit Cost Analysis and • Mitigation Reconstruction of 17 homes based on Benefit Cost Analysis.

The HMGP Grant application effort involved the review of available flood loss history, elevation certificates, flood insurance declaration documents, and elevation proposals. Moreover, field reviews, securing homeowner signatures on FEMA forms, preparing engineer's estimates of construction, relevant figures and maps, Benefit Cost Analyses and supporting technical documentation were also performed. Note that in order to justify the applicability of Sea Level Rise onto the Benefit Cost Analysis module, Pegasus researched and reviewed available tidal and rainfall data associated with Hurricane Irma and prepared a technical analysis justifying tidal influence at Central Beach and Islesboro Communities (although they are not considered coastal areas per FEMA maps). This study was submitted to the State and was subsequently approved by FEMA.

Currently, the elevation projects are moving forward to implementation under two separate elevation contracts and the demolition/reconstruction project is in the bid advertisement phase. As part of this phase of the projects, Pegasus will serve the City by providing further grant management services, including contract reviews, continuous and close coordination with City staff and homeowners, bidding services, public meetings, presentation to City Council, preparation of quarterly reports, requests for reimbursement, securing contractors compliance with grant requirements (including 2 CFR 200 regulations), close-out requests and conducting final inspections with DEM, City staff and homeowners.













#### Services Provided:

- HMGP Grant Management Services under Phases I and II of the FEMA grant agreement
- CDBG-MIT Grant Management Services

#### **Engineering Fees:**

\$15,370.46 (HMGP Grant Management of Phase I) \$48,193 (CDBG Grant Management of Phase II) \$84,787 (HMGP Grant Management of Phase II)

Construction Cost: \$21,551,322 (low bid)

<u>Construction Completion Date:</u>
February 2024 (projected)

#### Client Reference:

Orange County
Stormwater Management Division
4200 South John Young Parkway
Orlando, Florida 32839

Mike Drozeck, P.E., CFM Manager 407-836-7919 (phone) mike.drozeck@ocfl.net

Liliana Ramirez, CFM Assistant Project Manager 407-836-7744 (phone) liliana.ramirez@ocfl.net

Project Manager:
David Hamstra, P.E., CFM
(Project Management and QA/QC)

#### Senior Project Engineer:

Leylah Saavedra, P.E., CFM (HMGP and CDBG-MIT Grant Management Services)

<u>DEM Project Manager:</u> Suzi Boydston

<u>DEO Project Manager:</u> Alec Piergiorgi

### ORLO VISTA FLOOD MITIGATION PROJECT ORANGE COUNTY, FLORIDA (CDBG-MIT IR033) (HMGP 4337-023-A)

The Orlo Vista neighborhood is located north of Old Winter Garden Road, south of State Road 408, east of North Pine Hills Road and west of South Kirkman Road, in Orange County, Florida.

The existing ponds serving the Orlo Vista community are landlocked and rely on a pump station for flood control. The volume in the ponds and pump station discharge rates are inadequate to prevent flooding in the neighborhood during major storm events. Consequently, 139 homes suffered structural flooding during Hurricane Irma.

Orange County secured funding from HUD via the Community Development Block Grant - Mitigation (CDBG-MIT) Program and from FEMA via the Hazard Mitigation Grant Program (HMGP) to design and construct improvements to the stormwater ponds and pump station to mitigate flooding by providing additional volume needed to protect structure finished floors during a 100-year storm event.

Specifically, the project will encompass the following improvements:

- Excavate three existing ponds
- Install armoring on pond slopes to prevent erosion and maintain designed slopes
- Decommission the existing pump station and force main
- Install a new pump station with force main to Shingle Creek (where the current system outfall is located)
- Lower/install piped connections between ponds to help convey water to the proposed pump station.

Orange County successfully finalized the Phase I (engineering design and permitting) services. Upon successfully submission of Phase I deliverables to FDEM, the State issued a grant agreement for Phase II (construction) services. Due to current high market conditions, the lowest construction bid came in 214% higher than anticipated; which prompted Pegasus Engineering to prepare and submit a budget increase request to FDEM. The project was determined to be cost effective based on the higher construction cost, and additional financial assistance was allocated to the project by FEMA to cover the project's cost overrun.



The construction of this important flood control project is scheduled to be completed in February 2024. Final deliverables will be submitted by Pegasus Engineering to the State on behalf of Orange County and the official project close-out will conclude with a final inspection by FDEM.











# SPRING CREEK GOLF COURSE DRAINAGE IMPROVEMENTS CITY OF BONITA SPRINGS, FLORIDA (HMGP 4337-271-R)

#### Services Provided:

HMGP Grant Management Services currently under Phase I of the FEMA grant agreement

<u>Construction Cost (estimate)</u>: \$21,140,000

Acquisition Cost: \$5,850,000

<u>Engineering Design Completion Date</u>: February 2023 (anticipated)

#### Client Reference:

Elly McKuen Project Engineer 9101 Bonita Beach Road Bonita Springs, Florida 34135 239-949-6262 (phone) elly.mckuen@cityofbonitasprings.org

Project Manager:
David Hamstra, P.E., CFM
(Project Management and QA/QC)

<u>Senior Project Engineer:</u> Leylah Saavedra, P.E., CFM (FEMA Grant Management Services)

<u>FDEM Project Manager</u>: Suzi Boydston Hurricane Irma made landfall in Bonita Springs as a Category 3 storm on September 10, 2017. Bonita Springs was identified as the third most impacted community in the state, behind Monroe County and Everglades City. The hurricane caused flooding throughout the City. However, the area surrounding the golf course endured approximately three to four feet of standing water from the storm.

The lack of sufficient land to provide needed stormwater treatment areas for water flows from the north and east of the City of Bonita Springs area severely impends the hydraulic reconnectivity of the headwaters of Spring Creek located east of Interstate 75 in the Flint Pen Strand to the north branch of Spring Creek. There is a minimal amount of water flowing under 1-75 through undersized culverts that drains to Spring Creek. The restrictive flow of stormwater from Hurricane Irma, along with the lack of adequate water storage and drainage facilities caused standing water in the neighboring residential areas north and east of Spring Creek. Prior to the construction of Interstate 75 (1-75), water that flowed to the west of the City from the north and east was redirected south and collected into the Imperial River. The impacts to 1-75 from Hurricane Irma forced large amounts of stormwater south to the Imperial River. The additional stormwater is severely impairing the Imperial River. During Hurricane Irma, the Imperial River overflowed its banks onto the surrounding roadways and neighborhoods for extended periods of time. Multiple flood studies have noted that with the return of the historic Spring Creek water way it would reduce the load on the Imperial River.

The Project will involve acquisition of approximately 111 acres known as the defunct Bonita Springs Golf Course property. The property is located in the northern area of the City of Bonita Springs. It is surrounded by single and multi-family residential units within the Bonita Springs country Club area. This area is more commonly described as being bound on the east by 1-75 and Old US 41 on the west. The acquisition of the Bonita Springs Golf Course would entail a two-phase project. The first phase is acquisition, the followed by the planning, design, and construction documents for the stormwater improvements. The second phase would be the construction of a regional flow-way through the golf course property. The construction/restoration of this historic regional flow-way through the golf course would be, but is not limited to, the upsizing of culvert crossings under 1-75, construction of berms, filter marshes, flow control structures and overland flowways. Installation of roadway drainage systems/ditches/swales/canals, and the upsizing of downstream culverts (west of the Interstate) within Spring Creek itself.

The City of Bonita Springs prepared and submitted a Hazard Mitigation Grant program (HMGP) application to the Florida Division of Emergency Management (FDEM) for FEMA funding. FDEM granted the City a \$9.6M for the implementation of this project.

Pegasus Engineering is assisting the City with grant management services related to on-going coordination with the Engineer-of-Record and FDEM, preparation of quarterly reports, requests for reimbursement, period of performance end date extension requests, and close-out procedures related to Phase I services. Upon approval of Phase I final deliverables by FDEM, the City expects receiving a grant agreement for Phase II services, which will authorize the implementation of this important drainage retrofit project.











### CITY HALL GENERATOR CITY OF PALM COAST, FLORIDA

(4283-24-R)

#### Services Provided:

HMGP Grant Management Services

Engineering Fees: \$26,000 (HMGP Grant Management Services)

<u>Project Cost:</u> \$444,978 (Estimate)

Anticipated Completion Date:
May 2019 (original)
November 2019 (revised)
(Period of Performance End Date:
November 30, 2019)

Client Reference:
Susan Knopf
Project Coordinator
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164
Office 386-986-2463

Carl Cote, P.E.
Stormwater & Engineering
Department Director
City of Palm Coast
160 Lake Avenue
Palm Coast, FL 32164
Office 386-986-3748
ccote@palmcoastgov.com

sknopf@palmcoastgov.com

<u>Project Manager:</u>
David Hamstra, P.E., CFM
(grant management and QA/QC)

<u>Senior Project Engineer:</u> Leylah Saavedra, P.E., CFM (HMGP grant management)

<u>DEM Project Manager:</u>
Velma Noel (former) and
Holly Swift

In June 2017, and subsequent to the Hurricane Matthew Disaster Declaration, the City of Palm Coast submitted a grant application to the State of Florida Division of Emergency Management (DEM) for funding consideration of this project. An award letter was issued on November 13, 2017 and a grant agreement was received by the City on December 11, 2017, with a Period of Performance end date of November 30, 2019. The original scope included the purchase and installation of a 750 KW generator. However, during the design phase, it was determined that a 1,000 KW generator, a fuel tank, and an automatic transfer switch were required to accommodate future building occupancy growth, as well as the completion of the IT server room. A scope of work modification and a cost increase request was submitted to DEM by the City and was approved for additional funding consideration.

In April 2018, the City of Palm Coast retained Pegasus Engineering, LLC (David Hamstra and Leylah Saavedra) to provide grant management and compliance services for this project to successful project completion.

Pegasus Engineering performed the following tasks associated with the grant management of this important City project: performed a kick-off meeting and a site inspection of the project site, coordinated with DEM staff regarding the scope of work modification request, assisted City staff with the incorporation of Ruling 2 CFR Part 200 into the bid package, prepared a summary of applicable grant agreement regulations to be disclosed to all contractors, coordinated with the City Attorney regarding compliance of the bid package with grant regulations, converted design fees into pre-award costs in order for these costs to qualify for FEMA reimbursement, reviewed the grant agreement modification received from DEM, and prepared comments to be addressed by Velma Noel (DEM). Due to a project cost overrun caused by a higher than anticipated lowest bid received, Pegasus requested approval from DEM for the piggybacking into a governmental contract with the generator manufacturer in order to lower the project cost to remain cost effective. Active coordination with DEM was necessary and a revised grant agreement approving the contract piggybacking was granted by DEM.

Due to unforeseen delays, the project's schedule was extended and the project required a Period of Performance end date extension which was requested to DEM by Pegasus Engineering on behalf of the City of Palm Coast.

Additional grant management services performed as part of this contract included the preparation of additional quarterly reports, requests for reimbursement and a close-out request, which will included the submittal of final deliverables, and a request for a final inspection by DEM, per requirements of the HMGP grant agreement. Construction of this project was completed as of June 2020, DEM's final inspection was completed with no comments to be addressed by the City and DEM successfully closed-out the project.









### CITY OF LONGWOOD'S SAFE ROOM LONGWOOD, FLORIDA

(4468-033-R)

#### Services Provided:

- HMGP Grant Application
   Development and Grant
   Management Services under
   Phases I and II of the FEMA grant
   agreement
- · Benefit Cost Analysis

#### **Engineering Fees**:

\$15,408 (HMGP Grant Application Development) \$24,150 (Grant Management)

<u>Construction Cost</u>: \$3,780,000 (estimate)

<u>Construction Completion Date</u>: September 2024 (projected)

#### Client Reference:

Shad Smith, P.E.
Director of Public Works/City Engineer
907 East State Road 434
Longwood, Florida 32750
407-260-3447 (phone)
ssmith@longwoodfl.org

#### Project Manager:

David Hamstra, P.E., CFM (Project Management and QA/QC)

#### Senior Project Engineer:

Leylah Saavedra, P.E., CFM (HMGP Grant Application Development, and Phases I and II Grant Management Services)

<u>DEM Project Manager:</u> Madeline Weiss This project was conceived due to the City of Longwood lacking a building that could offer life-safety protection to the City's first responders during a disaster event that may cause severe wind damage, including hurricanes. Presently, over one hundred first responders risk their lives during severe weather conditions to keep the City running as safe as possible, given the conditions.

This project proposes the construction of a community saferoom/fire station (firehouse and associated apparatus bay) to be designed and constructed to withstand winds up to 160 mph as well as an associated apparatus bay to be designed and constructed to withstand winds of up to 190 mph. This level of wind protection exceeds the wind speed required for the area per the Florida Building Code (i.e.,149 mph). For the project site, the City acquired the property located at 451 West Warren Avenue.

The proposed safe room will safely house first responders and critical and essential services personnel during natural disasters (i.e., hurricanes). The safe room will also serve as a new City fire station and will include the associated apparatus bay to be constructed with code-plus FEMA funding.

Pegasus Engineering developed and submitted to the State of Florida Division of Emergency Management (FDEM) a grant application under the Hazard Mitigation Grant Program sponsored by FEMA under Hurricane Dorian (4468-FL-DR). The project was selected by FEMA for funding consideration and is currently in the design phase (by Wannemacher Jensen Architects, Inc.).

Once the Phase I (engineering design) services are successfully completed, and FDEM issues the grant agreement for Phase II (construction), the City will proceed to advertise for construction services. Due to the current high market conditions, it is anticipated that the lowest construction bid will come in higher than the construction budget approved by FEMA. At that point, Pegasus Engineering will prepare and submit to FDEM a budget increase request for confirmation of cost effectiveness at the higher cost and for additional funding consideration.

The project construction is scheduled to be completed in September 2024. Final deliverables and official project close-out will be prepared by Pegasus Engineering and submitted to FDEM on behalf of the City of Longwood and in accordance with the grant agreement.











#### Services Provided:

 HMGP Grant Application **Development for a Critical Facility** 

**Engineering Fees:** \$20,000 (HMGP Grant Application Development)

Project Cost: \$500,000 (Estimate)

Originally Anticipated Completion Date:

June 31, 2019 (Period of Performance End Date: October 31, 2019)

#### Client Reference:

Carolyn Boyle, RN, LHRM Risk Manager Florida Hospital New Smyrna 401 Palmetto Street New Smyrna Beach FL 32168 Office 386-424-5052 carolyn.boyle@ahss.org

William Coulson Sodexo On-Site Service Solutions Florida Hospital New Smyrna 401 Palmetto Street New Smyrna Beach FL 32168 Office 386-424-5053 bill.coulson@ahss.org

Project Manager: David Hamstra, P.E., CFM (grant management and QA/QC)

Senior Project Engineer: Leylah Saavedra, P.E., CFM (HMGP grant application development and close coordination with DEM staff: Ms. Renee Singh, Ms. Paula Catledge and Mr. David Ugrekhelidze)

**DEM Project Manager: Renee Singh** 

#### **EMERGENCY POWER UPGRADE FOR CHILLER SUPPORT NEW SMYRNA BEACH, FLORIDA** (4283-15-R)

In October 2016, following the aftermath of Hurricane Matthew (federal disaster declaration FEMA-4283-DR), the Florida Hospital New Smyrna found itself in a vulnerable position as it was forced to remain closed for seven days due to lack of power and the failure of a generator and subsequently a chiller. The lack of power for seven days caused the loss of a considerable amount of sterile supplies due to the introduction of humidity into the air system caused by the chiller failure. The hospital losses added up to approximately \$1.67 million while it remained closed.

Florida Hospital New Smyrna retained Pegasus Engineering, LLC (David Hamstra and Leylah Saavedra) to prepare and submit a Hazard Mitigation Grant Program (HMGP) application in order to secure funding to enhance the electrical infrastructure to support a chiller fed by a generator to guarantee effective HVAC functions during power outages caused by inclement weather and to avoid impacts to the operational capabilities of the hospital.

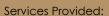
The proposed improvements to the chiller's electrical infrastructure will allow for its functionality to be restored upon any potential power failure by running a second feeder to a redundant breaker already onsite. Additionally, the hospital proposes to install flood barriers for the back of the chiller room and boiler room, roll-up garage doors and entrance doors to protect the existing chillers from any future flooding conditions.

Pegasus Engineering staff successfully secured HMGP funding for this critical facility, and coordinated with Florida Hospital New Smyrna staff regarding the competitive bidding required to secure design services and construction services.

Grant Management Services, which generally encompass bidding support services, close coordination with hospital and contractor staff to ensure full compliance with grant agreement, and the preparation of quarterly reports, reimbursement requests, and a close-out request are tasks that were envisioned for this promising project. However, it should be noted that due to hospital budget constraints, Florida Hospital made the decision to withdraw the grant agreement after it was successfully secured.







- Request for FEMA Public Assistance, Exploratory Call with FEMA's Program Delivery Manager, In-Person Recovery Scoping Meeting, Damage Inventory Development
- HMGP Grant Application Development and Grant Management Services

Engineering Fees: \$50,000 (Public Assistance) \$25,000 (HMGP Application Development)

<u>Estimated Construction Cost</u>: \$50,000,000

#### Client Reference:

Kim Otten, Construction/Design Project Manager 1550 Aldersgate Drive Kissimmee, Florida 34746-6599 605-362-3111 (phone) 407-933-3247 (fax) kotten@good-sam.com

Project Manager:
David Hamstra, P.E., CFM
(Project Management and QA/QC)

Senior Project Engineers: Leylah Saavedra, P.E., CFM (Public Assistance and HMGP Grant Application Development)

Greg Teague, P.E., CFM (Engineering Design)

<u>DEM Project Manager:</u> Douglas Galvan (DEM-Orlando)





## FLOOD MITIGATION IMPROVEMENTS — ELEVATION OF 87 STRUCTURES CITY OF KISSIMMEE, FLORIDA

This elevation project encompasses 87 structures located within the Good Samaritan Village of Kissimmee that house an elderly population in 261 residential units. These structures, all of which are located within Special Flood Hazard Area AE, experienced extensive structural flooding and devastation in September 2017 following Hurricane Irma. Flood waters covered the roadways and entered dwellings. Floodwater intrusion combined with sanitary sewer back-ups caused severe contamination of all dwelling contents. Evacuation efforts started on September 12, 2017 and concluded on September 20, 2017. During this period, 367 residents from the village, of which approximately 200 residents are associated with the proposed project, were evacuated via 5 Lynx buses and 11 school buses, as well as via numerous emergency response units. Osceola County, Florida Department of Health, Osceola Fire Rescue, Osceola Sheriff's Office, Kissimmee Police, Kissimmee Fire Rescue, Osceola Council on Aging and other agencies worked together to provide shelter until the residents could safely return to their homes.

The project involves the elevation of 87 structures 1 foot above the 500-year base flood elevation, for a total of 5 feet (approx.) from existing ground. These 87 structures contain 2, 3 or 4 housing units, for a total of 261 units. The habitable living areas of the original structures will be elevated and the non-habitable areas will be designed to allow for ingress and egress of flooding waters via flood vents. Appropriate ingress access points into living areas will be provided via walkways with handrails, ramps and/or lift platforms or elevators while all utilities will be reconnected once the structures are elevated. The project will be completed in strict compliance with the Florida Building Code and ASCE 24-14 and shall meet National Flood Insurance Program standards, as well as, local floodplain ordinances, or any other applicable local regulations. When completed, the project shall exceed the Osceola County elevation requirements. Any enclosed area below the BFE will have a minimum of two hydrostatic openings to allow for automatic entry/exit of floodwaters, and all construction materials below the BFE will be flood-resistant.

In November 2017 Pegasus Engineering was retained by the Good Samaritan Society to prepare and manage a FEMA Public Assistance Request for the \$35 million dollar loss encompassed due to damages to the village caused by Hurricane Irma in September 2017. In August 2018, and April 2019 Pegasus Engineering prepared and submitted to the State of Florida Division of Emergency Management (DEM) HMGP grant applications for the flood improvements – elevation project previously described under the Hurricane Irma and Hurricane Michael disasters. The project was presented to the Osceola County Local Mitigation Strategy working group, with whom Pegasus holds an active role as it represents the Society during quarterly and special meetings. The scope of this project was revised to focus on the decommissioning of an onsite wastewater treatment plant before the elevation of structures is implemented. This was done to prevent any future environmental concerns that could be triggered by potential sanitary sewer back-ups. Pegasus successfully secured Phase I funding for this project on behalf of the Society.











# IBE/DOWNS/QUINN/DEAN WEST OF IMPERIAL HOME ACQUISITION PROJECT CITY OF BONITA SPRINGS, FLORIDA (CDBG-DR 10086)

#### Services Provided:

 CDBG-DR Grant Management Services

Engineering Fees: \$51,363 (labor cost to date)

Acquisition Cost Allowed: \$5,000,000 (grant amount)

<u>Construction Completion Date</u>: January 2025 (projected)

#### Client Reference:

Elly McKuen
Project Engineer
9101 Bonita Beach Road
Bonita Springs, Florida 34135
239-949-6262 (phone)
elly.mckuen@cityofbonitasprings.org

#### Project Manager:

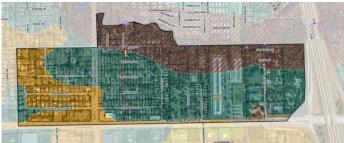
David Hamstra, P.E., CFM (Project Management and QA/QC)

<u>Senior Project Engineer:</u> Leylah Saavedra, P.E., CFM (CDBG-DR Grant Management Services)

<u>DEO Project Manager:</u> Davion Dunston Hurricane Irma made landfall in Bonita Springs as a Category 3 storm on September 10, 2017. Bonita Springs was identified as the third most impacted community in the state, behind Monroe County and Everglades City. The hurricane caused flooding throughout the City. However, the Quinn/Downs/Dean Neighborhood bound by the Imperial River on the north, Interstate 75 on the east, Bonita Beach Road on the south and Lime Street on the west received as much as four (4) feet of standing water in the majority of the residential structures for more than a month. The flooding of the neighborhood appeared to originate from two different locations. The first area is from riverine flooding from the Imperial River to a low-lying wooded area east of Quinn Street. The second source of flooding appears to come from backflow from the Imperial River into a drainage channel east of Imperial Parkway. The limited drainage infrastructure within the neighborhood impacted by backwater from Imperial Parkway, which prolonged the flood duration by not allowing the flooded water within the neighborhood to drain until after the Imperial River receded. The lack of site topography also limited how well water drained to the few existing inlets, after the river banks have overtopped, resulting in ponded water within isolated low areas even after the Imperial River began to recede. The stagnation and significant duration of water kept residents out of their homes, infiltrated the sanitary sewer and delayed power restoration. The existing ponds serving the Orlo Vista community are landlocked and rely on a pump station for flood control. The volume in the ponds and pump station discharge rates are inadequate to prevent flooding in the neighborhood during major storm events. Consequently, 139 homes suffered structural flooding during Hurricane Irma.

The City of Bonita Springs prepared and submitted a Community Development Block Grant Disaster Recovery (CDBG-DR) application to the State of Florida Department of Economic Opportunity (DEO) for funding from the U.S. Department of Housing and Urban Development (HUD) for the acquisition and demolition of affected residential structures. DEO granted the City a \$5M CDBG-DR grant for the implementation of the Voluntary Home Buyout Program, which will allow to keep the acquired parcels as open space in perpetuity.

Pegasus Engineering is assisting the City with grant management services related to coordination with homeowners interested in the program, preparation of Tier II Environmental Report Records, public education to incentivize local residents to join the program, public meetings, bi-weekly coordination meetings with DEO and City staff, among others.















# METRON ESTATES SUBDIVISION DRAINAGE BASIN IMPROVEMENTS SANTA ROSA COUNTY, FLORIDA (HMGP 4337-514-R)

#### Services Provided:

- HMGP Grant Application
   Development and Grant
   Management Services under
   Phases I and II of the FEMA grant
   agreement
- · Benefit Cost Analysis
- · Data Collection and Field Work
- · Drainage Inventory and Mapping
- Hydrologic / Hydraulic Analysis
- · Design and Permitting
- Construction Plans
- Post-Design Services

Engineering Fees: \$26,740 (HMGP Grant Application Development) \$55,709 (Grant Management) \$306,784 (Design Engineering Fees)

Construction Cost: \$5,402,588 (lowest bid) \$44,500 (Post-Design)

<u>Construction Completion Date</u>: September 2023 (projected)

#### Client Reference:

Lani Burritt, Grants and Special Projects Director 6495 Caroline Street, Suite G Milton, Florida 32570 850-981-2016 (phone) 850-981-2015 (fax) lanib@santarosa.fl.gov

<u>Project Manager:</u> David Hamstra, P.E., CFM (Engineering Design)

#### Senior Project Engineers:

Leylah Saavedra, P.E., CFM (HMGP Grant Application Development, and Phases I and II Grant Management Services)

Mike Bruegger, P.E. (Engineering Design)

FDEM Project Managers: Angela Collins The project is located south of Pennington Lane, west of La Floresta Subdivision and Pea Ridge Market & Self Storage, north of Highway 90, and east of Keyser Lane, within Pace, Florida 32571, within unincorporated Santa Rosa County. The Metron Estates Drainage Basin has suffered from chronic localized yard and roadway flooding, structural flooding of over thirty (30) single family residences, and severe erosion for many years due to inadequate and lack of existing stormwater infrastructure to properly capture and convey stormwater runoff as well as due to moderate to steep topography.

Pegasus Engineering conceptualized and designed subdivision-wide drainage improvements to minimize or eliminate future structural damage while protecting the residents from harm's way during and following future flood events. The proposed improvements consisted of:

- (1) Stormwater conveyance improvements associated with Evelyn Street, Gregg Avenue, Easter Street, and School Lane rights-of-way as well as stormwater conveyance improvements between Cyril Drive and School Lane (via Pea Ridge Elementary School and Covenant Church of God), between School Lane and Easter Street, between Easter Street and Gregg Avenue, and between Gregg Avenue and Evelyn Street,
- (2) Expand the existing Pea Ridge Elementary School stormwater pond and retrofit the existing outfall pipe as well as expand the existing Evelyn Street stormwater pond, and associated control structure and outfall pipes, which involve the acquisition and demolition of an existing home, and
- (3) Construct a new stormwater pond between Easter Street and Gregg Avenue, within an existing County owned parcel, and associated control structure and outfall pipe. In addition, install a stormwater lift station and force main system to recover the retained stormwater runoff volume.

The proposed drainage improvements also involved the acquisition of four drainage easements and the adjustment, relocation or upgrade of existing utilities located within the corridors of the proposed improvements.

This project was submitted by Pegasus to the State of Florida Division of Emergency Management (FDEM) for FEMA's Hazard Mitigation Grant Program funding under the Hurricane Irma disaster. Funding was successfully secured, which allowed for the project to move forward to Engineering Design, also completed by the Pegasus Team, and Construction.

The lowest construction bid came in higher than the originally estimated project budget, which prompted a request for a project budget increase.

The project construction is scheduled to be completed in December 2023. The submittal of final deliverables and the official grant close-out will be the responsibility of Pegasus Engineering on behalf of Santa Rosa County.











#### Services Provided:

NRCS EWP Grant Management Services

<u>Construction Cost (estimate)</u>: \$5.880.000.00

#### Client Reference:

Philip Hursh, P.E. Interim City Manager 400 Old Sanford Oviedo Road Winter Springs, Florida 32708 407-327-7591 (phone) phursh@winterspringsfl

<u>Project Manager:</u>
David Hamstra, P.E., CFM
(Project Management and QA/QC)

Senior Project Engineer: Beth Whikehart, P.E., CFM (Grant Management Services)

NRCS Project Managers: Carlos Roda (Civil Engineer)

Jason Strenth, P.E. (State Conservation Engineer)

## CITYWIDE NRCS EMERGENCY WATERSHED PROTECTION (EWP) GRANT FUNDING ASSISTANCE CITY OF WINTER SPRINGS, FLORIDA

Hurricane Ian made landfall in Winter Springs on September 28, 2022. According to St. Johns River Water Management District (SJRWMD) rainfall gage no. 09992839 Citrus Road, the City received approximately 17 inches of rainfall during Hurricane Ian. The amount of runoff produced filled the local creeks including: Howell, Bear, Gee, No Name, and Sheoah Creeks. The high flows and velocities through the creeks in Winter Springs caused severe erosion and sedimentation throughout the waterways within the City. There is also a substantial amount of fallen debris, such as trees and large tree limbs causing flow restrictions within the creeks.

The eroded creek side banks have presented a safety risk, as well as potential structural risk to local residential properties. In several locations, the erosion is posing a threat to homes and backyard pool foundations. Furthermore, the buildup of sediment within the creeks and debris accumulation has the potential to impede flows from future storm events, which could cause flooding on the properties located upstream from these impediments.

Through the EWP program, the NRCS can help communities address watershed impairments that pose imminent threats to lives and property. The emergency repairs include three (3) types of projects that are covered under the EWP program for the City that will be bid and constructed separately including: 1) debris removal, 2) sediment removal, and 3) streambank stabilization. The streambank stabilization project areas (sheet pile walls) will require design and permitting prior to construction. It is worth noting that there are four (4) total streambank stabilization project areas: three (3) on Howell Creek and one (1) on Gee Creek.

Following the hurricane and initial damage assessments, Pegasus Engineering staff prepared a letter with supporting figures requesting inclusion in the Emergency Watershed Protection (EWP) funding program. After the initial acceptance into the program, Pegasus Engineering staff prepared and submitted detailed Damage Survey Reports (DSRs) for each of the three project areas: 1) Howell Creek, 2) Bear Creek, and 3) Gee, No Name and Sheoah Creeks. In order to complete the DSRs, a field visit was required with City staff to visit the problem areas and take measurements. Next, a desktop analysis was performed of the affected properties and figures were prepared for the streambank stabilization areas. Lastly, detailed cost estimates were prepared for the project area repair work. Preparation of the DSRs required coordination with both NRCS and City staff. Ultimately, NRCS granted the City \$4.4M (representing the 75% cost share) for the implementation of this project.

Pegasus staff presented the NRCS project details and cost information at two (2) City Commission meetings. The next phase of the project will include bidding services for the debris and sediment removal projects, prior to construction. The streambank stabilization projects will require design and permitting prior to bid and construction. Furthermore, the streambank stabilization projects are located on privately-owned and maintained property. Consequently, Pegasus Engineering is assisting the City by attending and presenting at cost-share meetings with homeowners and homeowner's associations (HOAs) to discuss the 25% local cost share.



#### D.3 TEAM EXPERIENCE

The following section will describe in detail the vast grant-related experience of Pegasus' key staff members. Any reference to the "funding agency" related to FDEM (on behalf of FEMA), DEO (on behalf of HUD), FDEP or NRCS.

Mr. David Hamstra, P.E., CFM .......Grant Program Manager 407-992-9160, extension 309 david@pegasusengineering.net

Mr. Hamstra's primary responsibility will be to ensure that the contractual obligations of Pegasus Engineering to the City of Deltona are fulfilled, especially schedule compliance, and that the necessary resources of Pegasus Engineering are available to our Sr. Project Engineer. Mr. Hamstra has the authority to reassign staff and other resources to meet the City's deadlines. Mr. Hamstra will be the primary day-to-day point-of-contact during the duration of the City's contract, and he will be responsible for overseeing all work performed, including contract preparation.

Mr. Hamstra is the Manager of the Pegasus Engineering Stormwater Department. Mr. Hamstra holds a Bachelor of Science degree in Civil Engineering from the University of Florida (1984). He specializes in all facets of stormwater management, including grant management and the development of stormwater management master plans for public and private sector projects.

Since 1987, he has completed and/or managed over 1,000 Stormwater related projects, including developing stormwater master plans and Capital Improvement Programs for numerous cities and counties in Florida, and assisting roadway designers with drainage engineering, permitting and grant management services.

Throughout his career, Mr. Hamstra has developed an extensive knowledge of the FEMA, FDOT, USEPA, FDEP, and various Water Management District's stormwater permitting requirements. His expertise includes the use of state-of-the-art hydrologic / hydraulic computer software to complete stormwater quantity and quality analysis for major watersheds and development projects. Mr. Hamstra is very familiar with FEMA's Hazard Mitigation Assistance Programs, including the Hazard Mitigation Grant Program (HMGP), the Flood Mitigation Assistance (FMA) Program and the former nationally competitive Pre-Disaster Mitigation (PDM) Program, as well as



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FEMA's Community Rating System (CRS). Mr. Hamstra is also actively involved in numerous Local Mitigation Strategy (LMS) quarterly meetings.

Mr. Hamstra has secured over \$100 million dollars in grants to fund the engineering design and/or implementation of over sixty (60) retrofit projects, including \$70 million dollars in FMA, HMGP, and the former PDM grants from FEMA in addition to currently managing over \$40 million dollars among FEMA, NRCS, CDBG-DR, CDBG-MIT and FDEP grants. With regard to this City contract, Mr. Hamstra's involvement will include:

- Continuous monitoring of schedules, budgets, staffing needs and client satisfaction;
- Direct input into the preparation of all work products and deliverables;
- Peer review and quality assurance / quality control (QA / QC) for all deliverables;
- Coordination meetings with the funding agency and City staff, as necessary; and
- Public Meetings and Presentations to the City Commission, as needed.

Ms. Leylah Saavedra, M.S., P.E., CFM ...... Grant Project Manager/ Sr. Project Engineer 407-992-9160, extension 310 leylah@pegasusengineering.net

Ms. Saavedra's duties will include grant management activities as specified within the City of Deltona's Request for Qualifications (RFQ) document, in order to ensure the City's full compliance with the project's grant agreement. Specifically, Ms. Saavedra will be in charge of internal coordination activities between staff members, coordination with the City and the funding agency's project manager, preparation of grant application packages, review of construction bid packages, information requests from, preparation of all deliverables (i.e., quarterly reports, reimbursement requests, close-out request), assist the City with the review of pertinent project documentation provided by the funding agency, engineering consultants, or contractors throughout the course of the contract, and day-to-day assignments.

Ms. Saavedra is very familiar with federal regulations and FEMA grant programs, having successfully secured approximately \$70 million of dollars from FEMA's Mitigation Assistance Programs, including the Hazard Mitigation Grant Program (HMGP), the Flood Mitigation Assistance (FMA) Program, and the former Pre-Disaster Mitigation (PDM) Program. Ms. Saavedra is also effectively assisting Mr. Hamstra with the managing of over \$40 million dollars among



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FEMA, NRCS, CDBG-DR, CDBG-MIT and FDEP grants. These grant monies have greatly assisted communities in implementing long-term hazard mitigation measures after major disaster declarations.

Ms. Saavedra has been successfully involved in all aspects of the FEMA grant programs, ranging from Local Mitigation Strategy (LMS) Assistance ranking at County levels to securing grants, preparing benefit-cost analyses, quarterly reports, reimbursement requests, final deliverables, close-out procedures, and appeals, and performing on-going close coordination with FDEM and FEMA on a variety of project types including elevation projects, mitigation reconstruction projects, acquisition/demolition projects, small and large scale drainage improvement projects, permanent and portable generator projects, among others.

Ms. Saavedra's extensive experience with numerous Federal and State grant programs, in combination with her stormwater engineering background, will provide the City with many benefits related to the following professional services:

- Coordinate with City staff and offer grant expertise, as needed, with regards to Hazard Mitigation Assistance, and other available funding as applicable to the City's needs.
- Coordinate with City staff regarding the cost effectiveness feasibility of potential City projects and prepare local mitigation strategy (LMS) characterization forms for submittal to the Volusia County LMS technical committee for project inclusion in the master list of LMS supported projects.
- Perform site visits of potential projects and offer engineering consultation expertise as it relates to determining the best and most cost-effective flood mitigation alternatives.
- Prepare grant applications and supporting benefit cost analyses, as needed, related to but not limited to Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance (FMA), Section 406 Mitigation, Hurricane Loss Mitigation Program (HLMP), among others.
- Perform technical coordination with the funding agency's technical unit as programmatic, engineering and environmental reviews are performed and address request for information (RFI) review comments in a timely manner.



- Review grant agreements between the funding agency and the City of Deltona and ensure
  the City's strict compliance with all grant-related regulations and requirements, including
  the recently implemented 2 CFR 200 federal regulations.
- Prepare and submit quarterly reports and reimbursement requests to the funding agency during the course of the contract, for which coordination with design engineers regarding project progress and status with City staff regarding paid invoices, cancelled checks and supporting documentation is expected.
- Conduct meetings with the funding agency through the Period of Performance (POP) end dates, as needed.
- Assist the City with bidding services, including review of bid documents, construction solicitation, public notice, etc.
- Coordinate with the City, the design engineer, and the construction contractor regarding specific grant requirements to be followed during construction in order not to jeopardize funding reimbursement by the funding agency.
- Coordinate with design engineering consultants regarding the required deliverables and review the documentation provided for accuracy prior to submittal to the funding agency.
- Prepare and submit close-out documentation packages to the funding agency including final project deliverables and requests for final inspection.
- Coordinate with the City regarding debris removal expenses to be submitted for proper reimbursement from the funding agency.

Ms. Beth Whikehart, P.E., CFM .......Grant Assistant / Project Engineer 407-992-9160, extension 316 beth@pegasusengineering.net



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Ms. Whikehart has extensive grant-related experience combined with public infrastructure engineering, primarily in the planning, design, and permitting of stormwater management improvements, drainage systems design in support of transportation projects, and public utilities projects for governmental entities across Florida. Recently, Ms. Whikehart lead recent efforts to secure NRCS EWP funding following Hurricanes Ian and Nicole by filling out damage survey reports (DSR's), developing preliminary engineering cost estimates and conceptual site improvement plans, and performing field assessment reviews of the affected creek areas.

Her utilities design experience has included the development of plans and specifications for sanitary sewers, force mains, water mains, and reclaimed water mains. She is also experienced with trenchless designs including horizontal directional drilling and slip-lining. Her post design experience has included review of shop drawings, RFIs, and change orders. Ms. Whikehart shall provide quality assurance/quality control for grant-related documentation before it is submitted to the funding agency for review and approval. With regard to this City of Deltona contract, Ms. Whikehart will assist with grant application tasks, including but not limited to, hydraulic and hydrologic (H&H) studies, conceptual improvement plans, construction cost estimates, and field investigations.

Mr. Greenough has extensive survey, stormwater and transportation engineering experience as a Senior Designer serving local municipalities, counties, FDOT, and private clients. Using AutoCAD and ArcGIS as the main design tools, Mr. Greenough is responsible for the design and preparation of construction drawings, quantity computations, performing field investigations, collecting and interpreting data, producing figures, exhibits, conceptual sketches and performing utility coordination.

Mr. Greenough has extensive working knowledge of ArcGIS and Autodesk - Civil 3D Design, raster image design technology, and database/spreadsheet applications. His formal education is enhanced by three decades of hands-on experience designing stormwater ponds and conveyance systems associated with land development projects, highway construction, and retrofit projects for private and public sectors. He has worked on numerous stormwater projects which include drainage studies, stormwater ponds, and storm sewer designs within positive and landlocked



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drainage basins, within urban and rural landscapes, and within small and major watersheds. Mr. Greenough is very familiar with the grant application requirements by FEMA, FDEP, NRCS and HUD and assists the Pegasus grant management team with the preparation of topographic and aerial figures, ground disturbance exhibits and computations, and other project-specific drawings, including elevation projects, mitigation reconstruction projects, acquisition/demolition projects, drainage improvement projects, permanent and portable generator projects, among others.

With regard to this City of Deltona contract, Mr. Greenough's involvement will include the preparation of grant-related figures and exhibits, conceptual engineering sketches, construction plans, among others.

Ms. Villanueva serves as Administrative Assistant to our firm. Her responsibilities include assisting the technical staff with comprehensive administrative functions including proposal preparation, invoicing, bid document preparation, utility coordination, grant writing assistance, and funding reimbursement request preparation. Ms. Villanueva serves as one of the grant support persons to Ms. Saavedra and is very familiar with grant regulations, grant requirements and expectations.

# **Professional Certifications**

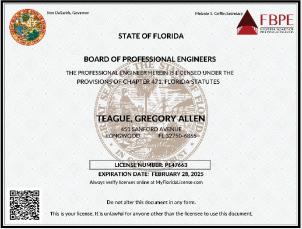
The following pages contain our team of professionals' certifications germane to this City of Deltona contract.

Licensee Information	
Name:	PEGASUS ENGINEERING, LLC (Primary Name)
Main Address:	301 WEST SR 434, SUITE 309 WINTER SPRINGS Florida 32708
County:	SEMINOLE
License Information	
License Type:	Engineering Business Registry
Rank:	Registry
31	
Rank:	Registry
Rank: License Number:	Registry 27770



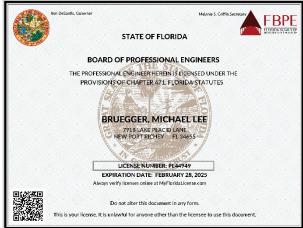
# GRANT COMPLIANCE SERVICES RFQ #23013



























# **Pegasus Team Key Staff Resumes**

The following pages provide the professional resumes of key-personnel that will be assigned to the City of Deltona's Grant Compliance Services contract. Note that the key Pegasus personnel to be dedicated to serve the City on this contract have worked together for 16 years or longer. Their grant-related successful experience has been earned and developed while being employed by Pegasus Engineering.



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# David Hamstra, P.E., CFM

Principal-in-Charge / Grant Program Manager



**PROFESSIONAL EXPERIENCE:** 39 years (14 years with Pegasus Engineering, LLC) **PROFESSIONAL REGISTRATIONS:** Professional Engineer Florida, No. 38652 (1987);

Missouri, No. 2003026673 (2003); Georgia, No. 030141 (2005) **EDUCATION:** B.S. Civil Engineering, University of Florida (1984)

# PROFESSIONAL PROFILE

Mr. Hamstra, as Pegasus' Stormwater Department Manager, specializes in stormwater management master planning, engineering, permitting, and design. **He has completed** 

and/or managed over 1,000 stormwater projects. He has directed the successful regulatory agency permitting of over 500 of those stormwater projects, including over 350 permits through Water Management Districts. He has directed our stormwater staff members in successfully obtaining over \$100M grant funds from multiple state and federal agencies for our various city and county clients. He assists our Pegasus Transportation Department with the planning and design of drainage plans associated with our roadway design projects for FDOT and local governments.

Throughout his career, Mr. Hamstra has developed an extensive knowledge of the Federal Emergency Management Agency (FEMA), the Department of Economic Opportunity (DEO), Florida Department of Transportation (FDOT), United States Environmental Protection Agency (US EPA), Florida Department of Environmental Protection (FDEP), NRCS, and Florida's Water Management District's rules and regulations. His expertise includes the use of state-of-the-art hydrologic/hydraulic computer software to complete stormwater quantity/quality analysis for major watersheds and development projects. Additionally, he is responsible for directing staff activities in master planning, design, permitting, preparation of contract documents, and grant services for stormwater ponds, storm sewer systems, control structures and culverts, as well as the determination of water surface profiles for Bridge Hydraulics Reports (BHR) and floodway studies.

# REPRESENTATIVE PROJECT EXPERIENCE

# SANTA ROSA COUNTY, FLORIDA

- Seven drainage improvements projects HMGP Grant Administration Services
- Settlers Colony Drainage Improvements HMGP Grant Application and Administration Services
- Acquisition and Demolition of Repetitive Loss Homes located within Special Flood Hazard Areas - H&H Study, and FMA Grant Applications
- Settlers Colony Drainage Improvements HMGP Grant Application and Administration Services
- Ranchettes Subdivision Drainage Improvements -H&H Study, HMGP Grant Application and Administration Services
- Venetian Way and Coronado Drive Drainage Improvements - H&H Study, HMGP Grant Application and Administration Services
- 2011 Aurora Drive Acquisition and Demolition Project HMGP Grant Application and Administration Services
- Patterson Lane and Pace Lane Drainage Improvements HMGP Grant Application and Administration Services

- Maranatha Way and Chipper Lane Drainage Improvements HMGP Grant Application and Administration Services
- Elevation of Severe Repetitive Loss Homes within Special Flood Hazard Areas – FMA Grant Application
- Elevation of Repetitive Loss Homes within Special Flood Hazard Areas FMA Grant Application
- Elevation of Repetitive Loss Homes not located within Special Flood Hazard Areas - H&H Study, and FMA Grant Application

# **CITY OF NEW SMYRNA BEACH, FLORIDA**

- Elevation of 13 flood-prone homes
- Mitigation Reconstruction of 17 flood-prone homes
- Central Beach Drainage Improvements

# **GOOD SAMARITAN SOCIETY-KISSIMEE VILLAGE**

 Hurricane Irma Public Assistance services and HMGP grant application services.

# **CITY OF PALM COAST, FLORIDA**

 City Hall Generator – HMGP Grant Administration Services

# **CITY OF EDGEWATER, FLORIDA**

 Reclaimed Water Augmentation – FDEP 319 Non-Point Source Grant Application and Grand Administration Services

# CITY OF DEBARY, FLORIDA

- DeBary Villas NRCS Grant Application and Grand Administration Services
- Glen Abby Country Club NRCS Grant Application and Grand Administration Services
- Lake Charles Drainage Basin Study
- Stormwater Management Master Plan
- Stormwater Capital Improvement Projects
- Stormwater Services associated with the 2004, 2008, and 2009 Declared Storm Events
- West Side Emergency Flood Management System -Design and HMGP Application and Grant Management
- 9-Home Buy-Out Program FMA and HMGP Grant Management
- 121 Pine Valley Court Retrofit Improvements HMGP Application and Grant Management
- Lakeside Gravity Outfall System HMGP Application and Grant Management
- Naranja Rd & 2nd St Drainage Improvements HMGP Application and Grant Management
- Landings at Summerhaven Pond 2 Drainage Investigation and Improvements
- Adelaide Street Drainage Investigation and Improvements

# **FLORIDA HOSPITAL**

- Florida Hospital New Smyrna (Emergency Power Upgrade for Chiller Support) – HMGP Grant Application and Grant Management Services
- Florida Hospital Fish Memorial (Stormwater Ponds)
   HMGP Grant Application

# **BREVARD COUNTY, FLORIDA**

- Kingsmill Subdivision Drainage Improvements -FEMA Pre-Disaster Mitigation (PDM) Program Grant Application and Grant Management Services
- Sarno Lakes / Upper Eau Gallie Watershed Evaluation

# **VOLUSIA COUNTY, FLORIDA**

 Thornby Park Water Quality Improvement – FDEP SWAG Non-Point Source Grant Application and Grant Management Services

# **CITY OF WINTER PARK, FLORIDA**

- NPDES Part 2 MS4 Permit Application
- Ninth Grade Center Wet Detention / Urban Wetland System
- College Point Drainage Improvements
- Lake Midget Outfall Analysis
- NPDES Technical Assistance

# **CITY OF ALTAMONTE SPRINGS, FLORIDA**

- Little Wekiva River Erosion Control Countermeasures - NRCS Grant Application and Grand Administration Services
- Phase I II Stormwater Management Master Plan
- Lake Orienta Flood Hazard Avoidance Plan
- Little Wekiva River Sedimentation Baffle Boxes Project
- Chairman of the Water Resources Committee (East Central Branch)

# **SEMINOLE COUNTY, FLORIDA**

- Howell Creek Erosion Control Project
- Prairie Lake Drainage Basin Study
- River Ridge Erosion Control Project
- Celery Avenue Drainage Basin Study
- Acorn Lake Restoration Project
- First Drive / Brisson Avenue Drainage Improvements
- Subdivision Rehabilitation Program

# **CITY OF OCOEE, FLORIDA**

- Pioneer Key Regional Drainage Improvements FDEP Florida Forever Grant Program
- City Hall Regional Stormwater Master Pond FDEP Florida Forever Grant Program
- Downtown Stormwater Master Plan
- City-Wide LOMR Application
- Maguire Road Pond 7 Acquisition Services
- Old Winter Garden Road Pond Modifications
- Sawmill Subdivision Southwest Pond LOMR Application
- Northwest Ditch Drainage Basin Study
- Lake Lotta Drainage Basin Study
- NPDES Part 1 and Part 2 MS4 Permit Applications
- NPDES Annual Reports
- Stormwater Utility Feasibility Study
- Center Street Stormwater Pond
- Conceptual Plan



# Leylah Saavedra, P.E., CFM

**Grant Project Manager and Sr. Project Engineer** 

PROFESSIONAL EXPERIENCE: 27 years (13 years with Pegasus Engineering, LLC) PROFESSIONAL REGISTRATIONS: Professional Engineer Florida, No. 58753 (2002) EDUCATION: B.S. Environmental Engineering, University of Central Florida (1996)

M.S. Civil Engineering, University of Central Florida (2003)

**LANGUAGES:** English and Spanish (proficiently)

# PROFESSIONAL PROFILE

Ms. Saavedra serves as a Sr. Project Engineer with Pegasus. Since 1997, Ms. Saavedra has been involved in the planning, design and permitting of numerous drainage retrofit

studies and infrastructure inspection programs associated with older neighborhoods and subdivisions as well as Maintenance Districts. Her formal education is enhanced by hands-on experience performing grant-related services, field investigations, collecting and interpreting data, completing system calculations, developing hydrologic / hydraulic modeling, permitting and preparing engineering reports, master plans and system designs, NPDES Services as well as Community Rating System (CRS) related services for local Florida cities. Ms. Saavedra is involved in preparing construction drawings, technical specifications and regulatory agency permit applications for her projects. Her relevant stormwater / drainage management planning and design projects have ranged in size from a few acres to several square miles. She has been involved with projects for urban and rural basins, positive and landlocked drainage systems, flood control structures and retention / detention ponds.

Ms. Saavedra is also very familiar with federal regulations specified in FEMA's grant programs. Ms. Saavedra has secured or helped secure \$70M from FEMA's Hazard Mitigation Assistance Program (HMA), including the Hazard Mitigation Grant Program (HMGP), the Flood Mitigation Assistance Program (FMA), Pre-Disaster Mitigation (PDM) Program and the Building Resilient Infrastructure and Communities (BRIC) Program. Ms. Saavedra is also very familiar with and has successfully secured funding from the NRCS Program as well as FDEP grant programs (Florida Forever, 319 Non-Point Source, SWAG Non-Pint Source Programs). Grant monies from these sources have greatly assisted communities in implementing long-term flood hazard mitigation measures for the benefit of their communities.

# REPRESENTATIVE FEMA-RELATED PROJECT EXPERIENCE

# SANTA ROSA COUNTY, FLORIDA

- Acquisition and Demolition of Repetitive Loss Homes not located within Special Flood Hazard Areas - H&H Study, and FMA Grant Applications
- Seven drainage improvements projects HMGP Grant Administration Services
- Settlers Colony Drainage Improvements HMGP Grant Application and Grant Administration Services
- Ranchettes Subdivision Drainage Improvements H&H Study, HMGP Grant Application and Grant Administration Services
- Venetian Way and Coronado Drive Drainage
   Improvements H&H Study, HMGP Grant Application and Grant Administration Services
- Patterson Lane and Pace Lane Drainage Improvements HMGP Grant Application and Grant Administration

  Services
- Elevation of Severe Repetitive Loss Homes within Special Flood Hazard Areas - FMA Grant Application

- Maranatha Way and Chipper Lane Drainage Improvements HMGP Grant Application and Grant Administration Services
- 2011 Aurora Drive Acquisition and Demolition Project HMGP Grant Application and Grant Administration

  Services
- Settlers Colony Expansion Drainage Improvements HMGP Grant Application and Grant Administration Services
- Elevation of Repetitive Loss Homes within Special Flood Hazard Areas - FMA Grant Application
- Elevation of Repetitive Loss Homes not located within Special Flood Hazard Areas - H&H Study, and FMA Grant Application
- Acquisition and Demolition of a Flood-Prone Home not located within a SFHA – FMA grant application.
- Metron Estates Drainage Improvements HMGP Grant Application, H&H Study, Grant Administration Services
- Ashmore Subdivision Drainage Improvements HMGP Grant Application

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# **CITY OF GULF BREEZE, FLORIDA**

- Shoreline Park Gravity Discharge Pipe HMGP Grant Application and Grant Administration Services
- Traffic Signal Mast Arms HMGP Grant Application

# **CITY OF DEBARY, FLORIDA**

- 9-home Buy-Out Program FMA and HMGP Grant Applications and Grant Administration Services
- Westside Emergency Flood Management System Engineering Design, HMGP Grant Application and Grant Administration Services
- Naranja Road / 2nd Street Drainage Improvements HMGP Grant Application and Grant Administration Services
- Lakeside Gravity Outfall System HMGP Grant Application and Grant Administration Services
- Soft Shadow Lane Drainage Improvements—HMGP Grant Application and Grant Administration Services
- DeBary Villas NRCS Grant Application and Grand Administration Services
- Glen Abby Country Club NRCS Grant Application and Grand Administration Services

# **BREVARD COUNTY, FLORIDA**

- Kingsmill Subdivision, Palomino Road & Aurora Road Drainage Improvements – FEMA Pre-Disaster Mitigation (PDM) Program Grant Application and Grant Admnistration Services
- Cox Road Drainage Improvements Design, HMGP Grant Application and Grant Admnistration Services
- West Cocoa Watershed Evaluation Design, HMGP Grant Application and Grant Admnistration Services

# **CITY OF NORTH PORT, FLORIDA**

 City Hall Generator – HMGP Grant Administration Services

# **CITY OF PALM COAST, FLORIDA**

 City Hall Generator – HMGP Grant Administration Services

# **CITY OF BONITA SPRINGS, FLORIDA**

- Logan Boulevard Drainage Improvements HMGP Grant Administration Services
- Citrus Park Storm water Improvements HMGP Grant Administration Services
- Spring Creek Golf Course HMGP Grant Administration Services
- Acquisition and Demolition of Flood Prone Homes HMGP Grant Application Development

# **CITY OF LONGWOOD, FLORIDA**

 Hurricane Saferoom for First Responders – HMGP Grant Application and Administration Services

### **ORANGE COUNTY, FLORIDA**

 Orlo Vista Flood Mitigation Project – HMGP Administration Services

# **CITY OF NEW SMYRNA BEACH, FLORIDA**

- Elevation of 9 flood-prone homes HMGP Grant Application and Administration Services
- Demolition and Reconstruction (Mitigation Reconstruction) of 17 flood-prone homes – HMGP Grant Application and Administration Services

# **ADVENTHEALTH PALM COAST, FLORIDA**

 Wind Mitigation (Retrofit of Hospital Openings) – HMGP Administration Services

# FLORIDA HOSPITAL NEW SMYRNA, FLORIDA

 Emergency Power Upgrade for Chiller Support – HMGP Grant Application and Administration Services

# CITY OF LONGWOOD, FLORIDA

 NPDES-related support services to the City for 14 years (Annual reports, FDEP Audits, Compliance with NPDES permit activities)

### **POLK COUNTY**

 Elizabeth Place Hydrologic Enhancement Program – FDEP Florida Forever Program and FDEP 319 Non-Point Source Program grant application development and grant management services

### **VOLUSIA COUNTY, FLORIDA**

 Thornby Park Water Quality Improvement – FDEP SWAG Non-Point Source Grant Application and Grant Management Services

# WINTER SPRINGS, FLORIDA

- NPDES-related support services to the City for 5 years (Annual reports, FDEP Audits, NPDES permit activities)
- CRS-related support services (annual recertifications, Verisk Audits, CRS-related activities)



# Beth Whikehart, P.E., CFM

**Project Engineer / Grant Assistant** 



# PROFESSIONAL PROFILE

Ms. Whikehart has extensive grant-related experience combined with public infrastructure engineering, primarily in the planning, design, and permitting of stormwater management improvements, drainage systems design in support of transportation projects, and public utilities projects for governmental entities across Florida. Her utilities design experience has included the development of plans and specifications for sanitary sewers, force mains, water mains, and reclaimed water mains. She is also experienced with trenchless designs including horizontal directional drilling and slip-lining. Her post design experience has included review of shop drawings, RFIs, and change orders. Ms. Whikehart provides quality assurance/quality control to grant-related documentation before it is submitted to the funding sponsoring agency for review and approval.

# REPRESENTATIVE PROJECT EXPERIENCE

# CITY OF WINTER GARDEN, FLORIDA

- Roundabout at Stoneybrook Parkway and Windermere Road
- Avalon Road (County Road 545) & Tilden Road Intersection Improvements
- Plant Street Improvements Segment II
- Multiple Roadway Projects (Drainage / Utilities Design)

Vineland Rd. Restoration

N. Dillard St. Restoration

S. Woodland St. Restoration

# CITY OF NEW SMYRNA BEACH, FLORIDA

 Central Beach Utilities Improvements Program Water Main Improvements Project Sanitary Sewer Rehabilitation and Replacement & Force Main Project

# **CITY OF WINTER SPRINGS, FLORIDA**

 State Road 434 and City Hall Access Drive Intersection Improvements Project

# CITY OF DeBARY, FLORIDA

Various Site Plan Reviews

# CITY OF OCOEE, FLORIDA

 Southwest Development Utility Improvements, Phases I & II

# CITY OF ORANGE CITY, FLORIDA

 Mill Lake Park Phase 3B Water Quality Improvements Project

# CITY OF KISSIMMEE, FLORIDA

 Dakin Avenue Box Culvert Design/Tohopekaliga Water Authority Utility Improvements Project

# CITRUS COUNTY, FLORIDA

• County Road 491 Improvements Project

# CITY OF ORLANDO, FLORIDA

- Langford Park and Lake Greenwood Baffle Boxes
- Grant Funding Assistance
- Regional Reclaimed Water Study
- Little Lake Fairview Restoration
- Dubsdread Golf Course Stormwater Improvements

# **ORANGE COUNTY, FLORIDA**

- Convention Center Campus South Access Tradeshow Blvd. Improvements
- Grenadier Woods Subdivision Assessment Project
- Summerlin Avenue Baffle Box Project

# SEMINOLE COUNTY, FLORIDA

 Five Points Connector Roadway and Regional Stormwater Pond Improvement

# **JACKSONVILLE (JEA)**

- Scott Mill Hill Wastewater System Drainage Improvements
- · Sans Souci Water, Sewer & Drainage Improvements

# **CITY OF CASSELBERRY**

- Osceola Trail Water Quality Improvements
- Gee Creek Emergency Weir Replacement

# PRIVATE SECTOR

• Good Samaritan Village of Kissimmee, Hurricane Irma Shingle Creek Flood Recovery Assistance Project



# **Donny Greenough**

Sr. Designer / GIS Technical Grant Support



### YEARS OF EXPERIENCE

Pegasus Engineering, LLC

August 2013 - Present

**Full Sail University** 2 years

Professional Engineering

Consultants, Inc. (PEC) 20 years

### **EDUCATION**

Lake County VoTech

Valencia Community College

University of Phoenix

# PROFESSIONAL PROFILE

Since 1991, Mr. Greenough has developed survey, stormwater and transportation engineering experience as a Senior Designer serving local municipalities, counties, FDOT, and private clients. Using AutoCAD and ArcGIS as the main design tools, Mr. Greenough is responsible for the design and preparation of construction drawings, quantity computations, performing field investigations, collecting and interpreting data, producing figures, exhibits, conceptual sketches and performing utility coordination. Greenough has extensive working knowledge of Autodesk - Civil 3D Design, raster image design technology, and database/spreadsheet applications. His formal education is enhanced by over three decades of hands-on experience designing stormwater ponds and conveyance systems associated with land development projects, highway construction, and retrofit projects for private and public sectors. He has worked on numerous stormwater projects which include drainage studies, stormwater ponds, and storm sewer designs within positive and landlocked drainage basins for urban and rural basins located within small and major watersheds and development projects. Mr. Greenough is very familiar with HUD's and FEMA' grant application requirements and assists the Pegasus grant management team with the preparation of topographic and aerial figures, ground disturbance exhibits and computations, among several other project-specific drawings, including elevation projects, mitigation reconstruction projects, acquisition/demolition projects, drainage improvement projects, permanent and portable generator projects, among others.

# REPRESENTATIVE PROJECT EXPERIENCE

# **CITY OF NEW SMYRNA BEACH, FLORIDA**

- Elevation of 9 Flood Prone Homes (HMGP)
- Mitigation Reconstruction of 17 Flood Homes (HMGP)
- Elevation of 4 Flood Prone Homes (HMGP)
- Acquisition and Demolition of 3 Flood Home Homes (HMGP)

# SANTA ROSA COUNTY, FLORIDA

- Ranchettes Subdivision Drainage Improvements (HMGP)
- Venetian Way Drainage Improvements (HMGP)
- Maranatha Way Drainage Improvements (HMGP)
- Patterson Lane Drainage Improvements (HMGP)
- Settlers Colony Drainage Improvements (HMGP)
- Settlers Colony Expansion Drainage Improvements (HMGP)
- Metron Estates Subdivision Drainage Improvements (HMGP)

# SANTA ROSA COUNTY, FLORIDA (continuation)

- Elevation of 2 SRL Homes (FMA)
- Elevation of 2 RL Homes within SFHAs (FMA)
- Elevation of a RL Home not within SFHA (FMA)
- Acquisition and Demolition of 3 Flood-Prone Homes (FMA)

# CITY OF DEBARY, FLORIDA

- Westside Emergency Flood Management System (WSEFMS) (HMGP)
- Naranja Road / 2nd Street Drainage Improvements (HMGP)
- 9-home Buy-Out Program (HMA and HMGP)
- Lakeside Gravity Outfall System (HMGP)

# **BREVARD COUNTY, FLORIDA**

- Kingsmill Subdivision / Aurora Road Drainage Improvements (PDM)
- Cox Road Drainage Improvements (HMGP)



# Jason Birkhead

**GIS / CADD Technician** 



Pegasus Engineering, LLC January 2010 – Present

Professional Engineering Consultants, Inc. (PEC) 4 years

Johnson Peoples Architects

6 years

### **EDUCATION**

B.S. Civil Engineering Ongoing University of Central Florida

Associates of Arts 2004 Central Florida Community College

# PROFESSIONAL PROFILE

Mr. Birkhead has extensive experience utilizing AutoCAD and ArcGIS systems. Mr. Birkhead is responsible for digitizing maps, attribute entry and editing, geographics development, and other data development and data collection tasks. He also has extensive knowledge with Autodesk Land Desktop-Civil Design, raster image design technology, and database/spreadsheet applications. His education is enhanced by hands-on experience performing field investigations, collecting and interpreting data and producing exhibits.

# REPRESENTATIVE PROJECT EXPERIENCE

# **ORANGE COUNTY, FLORIDA**

- Regency Industrial Park Drainage Investigation
- Lake Mary Jess Water Quality Improvement
- Lake O'Dell Sandbar Sediment Removal
- Lake Price Drive Improvements
- Kirby Smith Road Ditch
- Powers Dr./ North Lane Intersection Improvements
- County Road 535 Turn Signal

# **CITY OF MILTON, FLORIDA**

Glover Lane Lift Station HMGP Application

# BREVARD COUNTY, FLORIDA (Stormwater Assignments)

- Kingsmill Subdivision FEMA PDM Application
- Upper Eau Gallie / Sarno Lakes Watershed Evaluation
- Upper Eau Gallie / Sarno Lakes Watershed FEMA PDM Application
- North Merritt Island / Pine Island FEMA PDM Application
- West Cocoa Watershed Evaluation

# LAKE COUNTY, FLORIDA

- Engineering Services for the Lake Harris Basin
- Engineering Services for the Lake Eustis Basin
- Engineering Services for the Lower Palatlakaha River Basin
- Lake Mack LOMR Technical Assistance

# CITY OF DEBARY, FLORIDA

- Tropical Storm Fay Stormwater Services
- Drainage Atlas Maps
- Finished Floor and Flood Elevation Maps
- City-Wide LOMR Application
- HMGP Application for Acquisition and Demolition of 9 homes

- HMGP Application for the Lakeside Gravity Outfall System
- HMGP Application for the Naranja Road and 2<sup>nd</sup> Street Drainage Improvements
- HMGP Application for the Acquisition and Demolition of 300 May Place
- 294 DeLeon Road Drainage Improvements
- Barwick Road Maintenance Facility
- NPDES Services for the City of DeBary
- Transit Oriented Development Master Plan

# **CITY OF LONGWOOD, FLORIDA**

- Stormwater Management Master Plan
- Transit Oriented Development Master Plan

# **CITY OF OCOEE, FLORIDA**

City-Wide LOMR Application

# **CITY OF ALTAMONTE SPRINGS, FLORIDA**

Cranes Roost Annual Report

# **CITY OF WINTER SPRINGS, FLORIDA**

 State Road 434 and Winding Hollow Boulevard Intersection Improvements

# **CITY OF PORT ORANGE, FLORIDA**

 Review of Halifax Canal in Spruce Creek Road and Dunlawton Avenue Area



# Priscilla Villanueva

**Grant Support / Administrative Assistant** 



**YEARS OF EXPERIENCE:** 25 years (13 years with Pegasus Engineering, LLC) **EDUCATION:** A.S. Office Technologies, Onondaga Community College (1997)

Drafting Certificate, Valencia Community College (2009)

LANGUAGES: English and Spanish (proficiently)

# PROFESSIONAL PROFILE

Ms. Villanueva serves as Administrative Assistant for the public infrastructure section which primarily focuses on transportation, stormwater, and grant management. Her responsibilities include assisting the technical staff with comprehensive administrative

functions including proposal preparation, invoicing, bid document preparation, utility coordination, grant writing assistance (CDBG-DR, Hazard Mitigation Grant Program, Flood Mitigation Assistance, Pre-Disaster Mitigation), reimbursement request package preparation, marketing research, scheduling, travel coordination, and coordinating the servicing of office equipment and ordering supplies. Ms. Villanueva assists Principals and Senior Engineers by monitoring all public advertisements by governmental entities within Florida as they issue Requests for Qualifications (RFQ's), and then prepares a weekly summary for staff review and decision making. She works with the technical staff in preparing proposals for various clients including the preparation of organizational charts, supporting graphics and figures, form preparation, word processing, and final proposal assembly. Her responsibilities also include assisting staff on project assignments with research and document acquisition. She performs the final word processing for technical reports, permits, and grant applications. Ms. Villanueva also assists the technical staff with preparation of bid documents including project manuals, bid forms, front end documents, bid tabulation sheets, and recommendations for award.

In addition to her marketing and project production responsibilities, her duties as Administrative Assistant include maintaining the office facilities in an orderly manner, including organizing and updating the office filing systems on a sustained basis. She also serves as the primary interface with the general public, with vendors, job applicants, and inquiries of varying types. She also is responsible for organizing special events and technical seminars.

# REPRESENTATIVE PROJECT EXPERIENCE

# SANTA ROSA ISLAND AUTHORITY

 Elevation of Ten Flood-Prone Homes - FMA Grant Application

# **FLORIDA HOSPITAL**

- Florida Hospital New Smyrna (Emergency Power Upgrade for Chiller Support) - HMGP Grant Application and Grant Management Services
- Florida Hospital Fish Memorial (Stormwater Ponds)
   HMGP Grant Application

# CITY OF NEW SMYRNA BEACH, FLORIDA

- Elevation of 9 Flood-Prone Homes based on Pre-Calculated Benefits -HMGP Grant Application
- Elevation of 5 Flood-Prone Homes based on Benefit Cost Analysis - HMGP Grant Application
- Demolition and Reconstruction of 17 Flood-Prone Homes -HMGP Grant Application
- Lakeside Gravity Outfall System FEMA Hazard Mitigation Grant Program

# **BREVARD COUNTY, FLORIDA**

 Kingsmill Subdivision, Palomino Road and Aurora Road Drainage Improvements FEMA Pre-Disaster

- Mitigation (PDM) Program Grant Application and Grant Management Services
- Cox Road Drainage Improvements Design and HMGP Grant Application and Management

# **CITY OF DEBARY, FLORIDA**

- Westside Emergency Flood Management System (WSEFMS) Design and FEMA Hazard Mitigation Grant Program
- Naranja Road / 2nd Street Drainage Improvements FEMA Hazard Mitigation Grant Program
- 9-home Buy-Out Program FMA and HMGP Grant Services

# **SANTA ROSA COUNTY, FLORIDA**

- Elevation of 2 Severe Repetitive Loss Homes within Special Flood Hazard Areas - FMA Grant Application
- Elevation of 2 Repetitive Loss Homes within Special Flood Hazard Areas FMA Grant Application
- Elevation of a Repetitive Loss Homes not located within Special Flood Hazard Areas - FMA Grant Application
- Acquisition & Demolition of 3 Repetitive Loss Homes not located within SFHAs - FMA Grant Application



# **Linnie Hunt**

# **Grant Support / Administrative Assistant**



# PROFESSIONAL PROFILE

Ms. Hunt serves as Administrative Assistant for Pegasus' transportation and stormwater departments. Her responsibilities include assisting the technical staff with comprehensive administrative functions including proposal preparation, bid document preparation, utility coordination, grant writing assistance (CDBG-DR, Hazard Mitigation Grant Program, Flood Mitigation Assistance, Pre-Disaster Mitigation), reimbursement request package preparation, marketing research, scheduling, and travel coordination.

Ms. Hunt works with the technical staff in preparing proposals for various clients including the preparation of organizational charts, supporting graphics and figures, form preparation, word processing, and final proposal assembly. Her responsibilities also include assisting staff on project assignments with research, document acquisition and one-on-one coordination with homeowners, as required. Ms. Hunt assists performs the final word processing for technical reports, permits, and grant applications. Ms. Hunt also assists the technical staff with preparation of bid documents including project manuals, bid forms, front end documents, bid tabulation sheets, and recommendations for award.

# REPRESENTATIVE PROJECT EXPERIENCE

# CITY OF NEW SMYRNA BEACH, FLORIDA

- Elevation of 9 Flood Prone Homes based on Pre-Calculated Benefits (HMGP Grant Application and Grant Management Services)
- Acquisition and Demolition of 3 Flood Home Homes (HMGP Grant Application)
- Elevation of 4 Flood-Prone Homes based on Benefit Cost Analysis (HMGP Grant Application)
- Demolition and Reconstruction of 17 Flood-Prone Homes (HMGP Grant Application)

# SANTA ROSA COUNTY, FLORIDA

- Elevation of 2 Severe Repetitive Loss Homes within Special Flood Hazard Areas (FMA Grant Application)
- Elevation of 2 Repetitive Loss Homes within Special Flood Hazard Areas (FMA Grant Application)
- Elevation of a Repetitive Loss Homes not located within Special Flood Hazard Areas (FMA Grant Application)
- Acquisition & Demolition of 3 Repetitive Loss Homes not located within SFHAs (FMA Grant Application)

# **FLORIDA HOSPITAL**

 Florida Hospital New Smyrna Emergency Power Upgrade for Chiller Support (HMGP Grant Application and Grant Management Services)

# CITY OF PALM COAST, FLORIDA

 City Hall Generator Project (HMGP Grant Management Services)

# **PRIVATE SECTOR**

- Good Samaritan Society Village of Kissimmee, Hurricane Irma Shingle Creek Flood Recovery Assistance Project (FEMA Public Assistance Application)
- Good Samaritan Village of Kissimmee, Elevation of 87 structures (HMGP Grant Application)
- Good Samaritan Village of Kissimmee, Wastewater Treatment Plant Decommissioning (HMGP Grant Application)

# D.4 FLORIDA KNOWLEDGE

Given Florida's unprecedented and continued population growth, the demand on the construction industry has caused the cost of construction to grow exponentially. Shortages associated with labor, equipment, and materials to keep up with roadway and infrastructure projects, as well as the high demand for residential developments, has led to unpredictable costs that have become extremely difficult to plan for and budget. That said, now more than ever, the need to successfully pursue and secure grants to offset the extraordinary financial burden on cities and counties throughout the State is critical. Given the devastation that the City and its residents experienced due to Hurricane Ian, and the increased financial burden due to the current construction costs to repair and mitigate, securing grants is a critical component to provide the City and residents a means to a feasible and successful recovery.







### **D.5** REFERENCES

For confirmation of our previous experience with Federal and State grant management, refer to the following 3 municipal references for whom Pegasus Engineering is currently performing or has completed performing grant management services.

CLIENT: City of New Smyrna Beach
Contract: 07/2018 to Present
City Engineer
210 Sams Avenue
New Smyrna Beach, Florida 32168
386-410-2811

- Central Beach Drainage Improvements Engineering Design, FMA and HMGP Grant Applications
- Elevation of 6 Flood-Prone Homes HMGP Grant Application and Grant Management Services
- Elevation of 3 Flood-Prone Homes HMGP Grant Application and Grant Management Services
- Demolition and Reconstruction of 17 Flood-Prone Homes HMGP Grant Application and Grant Management Services

CLIENT: Santa Rosa County, Florida

Contract: 03/2010 to Present

Grants and Special Projects Director
6495 Caroline Street, Suite G
Milton, Florida 32570
850-981-2016

- Seven drainage improvements projects HMGP Grant Administration Services under Phase II
- Settlers Colony Drainage Improvements HMGP Grant Application and Administration
   Services under Phases I and II
- Ranchettes Subdivision Drainage Improvements HMGP Grant Application and Administration Services under Phase I
- Venetian Way and Coronado Drive Drainage Improvements HMGP Grant Application and Administration Services under Phases I and II
- Patterson Lane and Pace Lane Drainage Improvements HMGP Grant Application and Administration Services under Phases I and II
- Maranatha Way and Chipper Lane Drainage Improvements HMGP Grant Application and Administration Services under Phases I and II



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QUALIFICATIONS

- 2011 Aurora Drive Acquisition and Demolition Project HMGP Grant Application
- Settlers Colony Expansion Drainage Improvements HMGP Grant Application and Administration Services under Phases I and II
- Elevation of 2 Severe Repetitive Loss Homes within Special Flood Hazard Areas FMA Grant Application
- Elevation of 2 Repetitive Loss Homes within Special Flood Hazard Areas FMA Grant Application
- Elevation of Repetitive Loss Homes outside Special Flood Hazard Areas FMA Grant Application
- Acquisition and Demolition of 3 Repetitive Loss Homes not located within Special Flood Hazard Areas – FMA Grant Application
- Metron Estates Drainage Improvements Engineering Design and HMGP Grant Application
- Ranchettes Subdivision Drainage Improvements HMGP Grant Application and upcoming Administration Services under Phase II
- Ashmore Drainage Basin Stormwater Improvements HMGP Grant Application Development and upcoming Administration Services under Phase I

CLIENT: City of Bonita Springs
Contract: 10/2020 to Present

Elly Soto McKuen Sr. Project Manager 9101 Bonita Beach Road Bonita Springs, Florida 34135 239-949-6262

- Quinn Downs Voluntary Home Buyout Program CDBG-DR Grant Management Services
- Quinn Downs Infrastructure Program CDBG-DR Grant Management Services
- Logan Boulevard Drainage Improvements HMGP Grant Management Services
- Citrus Park Drainage Improvements HMGP Grant Management Services
- Spring Creek Bonita Springs Golf Course HMGP Grant Management Services
- Felts Avenue Bio-Reactor Phase II FDEP Grant Support Services
- Pine Lake Preserve Re-Hydration FDEP Grant Support Services
- Quinn Downs Acquisition and Demolition Project HMGP Grant Application Support Services
- Terry Street Stormwater Improvements and Multi-Use Pathway CDBG-MIT Grant Support Services



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QUALIFICATIONS

# Reference Information Form RFQ # 23013

# **GRANT COMPLIANCE SERVICES**

Organization:	City of New Smyrna Beach								
Contact Person:	Mr. Kyle Fegley, P.E., City Engineer								
Address:	210 Sams Avenue								
City:	New Smyrna Beach State: Florida Zip: 32168								
Phone Number:	( 386 ) 410-2811								
Project Cost:	\$6,126,984 Date Performed: On-Going								
	(HMGP - Elevation of 9 Homes and Demolition Reconstruction of 15 Homes)								
Organization:	Santa Rosa County								
Contact Person:	Ms. Lani Burritt, M.S.A., Grants & Special Programs Director								
Address:	6495 Caroline Street, Suite G								
City:	Milton State: Florida Zip: 32570								
Phone Number:	( 850 ) 981-2016								
Project Cost:	\$5,402,588 Date Performed: On-Going (HMGP - Metron Estates Drainage Improvements)								
	(IIIIGI Metron Estates Diamage Improvements)								
Organizatio	n: City of Bonita Springs								
Contact Perso	ms. Elly Soto McKuen, Senior Project Manager								
Addres	SS: 9101 Bonita Beach Road								
Ci	ty: Bonita Springs State: Florida Zip: 34135								
Phone Numb	er: ( 239 ) 949-6262								
Project Co	St: \$21,140,000 Date Performed: On-Going  (HMGP - Spring Creek Golf Course Drainage Improvements)								
Representati	ve: furn My								
Date: April	111, 2023								

# D.6 CONCLUSION

The wealth of experience gained by our grant professionals while providing exemplary grant-related services to local governments combined with our vast local knowledge of the City of Deltona's community needs enables Pegasus staff to provide outstanding grant-related services to the City.

Our successful grant-related services encompass several factors, including: early coordination with our clients, securing input from affected residents via flood questionnaires, close coordination with local officials with historical flooding knowledge, detailed field reviews, preparation of hydrologic and hydraulic (H&H) studies, grant application development, preparation of benefit cost analyses, and grant management services. The latter involves preparation of quarterly reports, requests for reimbursement, and close-out request packages including requests for final inspections, coordination with client and residents regarding land and/or easement acquisitions, review of pertinent grant documentation, review of construction bid documents, bid submittals and contracts for consistency with grant program guidelines, coordination with construction contractors regarding grant contract requirements, and addressing Requests for Information from the Florida Division of Emergency Management (FDEM), among others. Another critical element for successful grant management is to ensure that the period of performance and the budget are maintained. Pegasus Engineering constantly monitors the project progress to ensure adherence to the FEMA-established grant timelines and budgets. However, when the need arises, well-documented period of performance extension requests and/or budget increase requests are submitted to the funding agency for review and approval consideration. In addition, Pegasus Engineering has excellent working relationships with the Volusia County Local Mitigation Strategy (LMS) Working Group as well as many FDEM reviewers.

Regarding our local knowledge, we are well versed and entrenched within the City of Deltona due to our history of working with City staff. Having served the City intermittently since 1997 has allowed us to become familiar with its infrastructure, community needs and City personnel. Pegasus Engineering has also played a critical role in the recovery efforts after the devastation caused by Hurricane Ian in September 2022. Our team of professionals performed detailed site inspections the day of Hurricane Ian, and several days afterwards, to assess the widespread flood



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QUALIFICATIONS

# GRANT COMPLIANCE SERVICES RFQ #23013

impacts and damage to several rights-of-way (e.g., Elkcam Boulevard, Little Court, Lake Helen-Osteen Road, and Catalina Boulevard) and infrastructure (e.g., Lake Baton Estates ground seepage, Hampton Oaks berm failure, and Lake Gleason Reserve off-site impacts). Immediately after Hurricane Ian impacted the City, countless coordination meetings took place with City staff and presentations to the City Commission and to the public to provide technical oversight and direction.





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QUALIFICATIONS





Section E

# Other Information



# **Other Information**



# **E.1** ADDITIONAL SERVICES OFFERED

Since 1998, Pegasus senior stormwater staff members have had the privilege to have served the City of Deltona. After the significant areawide flooding that took place following El Niño in 1997, the City of Deltona selected Professional Engineering Consultants, Inc. (PEC) to prepare the City's first *Stormwater Utility Assessment Report* and the City's first *Stormwater and Watershed Management Master Plan*. The senior stormwater staff members with Pegasus Engineering, while employed by PEC, published the Final Engineering Master Plan Report in January of 1999. The Master Plan encompassed the entire City, as well as the upstream off-site drainage basins. After extensive data collection, site inspections, hydrologic/hydraulic modeling, and public meetings, the Master Plan identified over forty (40) stormwater capital improvement projects to address flood protection, localized flooding, and maintenance improvements. After the acceptance of the Stormwater Master Plan, Pegasus senior stormwater staff members were then involved with providing Construction Administration Services pertaining to the Lake Theresa Outfall Improvements and the design, permitting, and preparation of the bid documents for the Drysdale Drive/Chapel Drive Drainage Basin Improvements.



Fast forward to the present, the Pegasus Engineering Drainage Department have had the pleasure to serve the City of Deltona again on the following assignments since 2020:

- Prepare and submit the National Pollutant Discharge Elimination System (NPDES) Annual Reports to the Florida Department of Environmental Protection (FDEP),
- Prepare all documentation required for the latest audit of the City's NPDES system by FDEP,
- Prepare and submit the required Community Rating System (CRS) documentation as part of the City's Annual Recertifications,
- Prepare all documentation required for the latest Cycle Verification audit of the City's CRS system by Verisk,
- Provide Site Plan Review Services,
- Prepare and submit the House Bill 53 (Stormwater Needs Analysis) to the Florida Legislature Office of Economic & Demographic Research,
- Perform site inspections, prepare memorandums and reports, as well as figures and exhibits, addressing drainage problems,
- Perform numerous site inspections with City staff during and after Hurricanes Ian and Nicole to document the extent and magnitude of flooding,
- Prepare and submit Emergency Authorization requests for the Lake Theresa watershed to the SJRWMD associated with Hurricanes Ian and Nicole,
- Assist City staff to prepare and submit eight (8) Volusia County Local Mitigation Strategy
   (LMS) Initiative Proposal Forms to pursue Hurricane Ian HMGP funding.

Besides having vast grant management experience, the senior personnel of Pegasus Engineering, also have extensive and successful experience in all phases of planning, design, permitting, modeling, bidding, and construction administration projects for Florida cities, counties, and FDOT. While a number of our engineers, designers, and technicians have design experience on development projects (subdivisions, shopping centers, commercial sites, schools, medical, recreation, etc.), Pegasus has essentially restricted its practice to providing services to governmental entities. Thus, Pegasus never has any potential conflicts of interest. Pegasus currently has extensive experience in providing site development plans review services for the cities of Deltona, Winter Springs, and Longwood.

Pegasus' services are directed by our staff of Florida-registered Professional Engineers who are assisted by Sr. Designers, CADD Drafters and GIS Specialists. Our additional services primarily focus on the following:



- Stormwater / Drainage Engineering
- Transportation Engineering
- Utility Engineering

- Geographic Information Systems
- Eminent Domain / Expert Witness
- Construction Administration

Furthermore, our stormwater/drainage engineering experience and services that the City of Deltona can benefit from include:

- Drainage Basin Studies and Hydraulic / Hydrologic Modeling
- Drainage Retrofit Projects
- Pollutant and Sediment Removal Structures
- Water Quality Monitoring, Nutrient Budgets, and TMDL Reduction Projects
- Basin Management Action Plans (BMAPs)
- National Pollutant Discharge Elimination (NPDES) Stormwater Pollution Prevention Plans (SWPPP) Permits
- National Pollutant Discharge Elimination System (NPDES) MS4 Support Services
- Environmental Resource Permitting (ERP)
- Stormwater Management Master Plans and Capital Improvement Programs (CIPs)
- Construction Documents (Construction Plans and Technical Specifications)
- Mitigation Plans and Permit Applications
- Construction Bidding and Construction Administration Services
- Community Rating System (CRS) Support Services
- Stormwater Management Utility Assessments and Rate Studies
- Presentations for Public Involvement and Information Meetings
- Expert Witness Services

Pegasus senior staff members have a proven record of providing successful engineering services under both continuing and specific project contracts for numerous Florida governmental entities including the Cities of Deltona, Altamonte Springs, Clearwater, Daytona Beach, DeBary, Delray Beach, Edgewater, Longwood, Maitland, Mount Dora, Ocoee, Orlando, Ormond Beach, Orange City, New Smyrna Beach, Plant City, Port Orange, Titusville, Winter Garden, Winter Springs, Winter Haven, Windermere, Winter Park, and the Counties of Volusia, Brevard, Seminole, Citrus, Polk, Pasco, Flagler, Indian River, Lake, Marion, Orange, Osceola, and Santa Rosa.



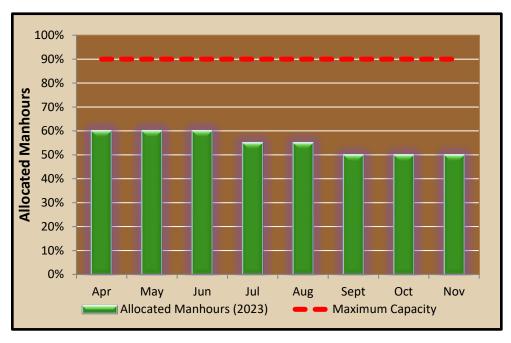
Section E Page 3
OTHER INFORMATION

# **E.2** AVAILABILITY OF THE PROJECT TEAM

The Pegasus team strives to complete projects within budget and on schedule. Our consistent performance record is reflected in the high percentage of repeat work awarded to Pegasus Engineering by our governmental clients under both continuing services and single project contracts, some of which extend beyond twenty-five years of uninterrupted service.

As illustrated by the chart provided below, the Pegasus team workload is presently estimated at approximately 45% of capacity. This existing workload is anticipated to slightly increase in the Summer of 2023 and decrease shortly thereafter. Therefore, the key personnel to be assigned to perform on this City contract currently have sufficient capacity to begin work <u>immediately</u> upon receipt of the contract agreement.

Personnel Resource Allocation	April 2023	May 2023	June 2023	July 2023	Aug 2023	Sept 2023	Oct 2023	Nov 2023 and beyond
Total manhours available	45%	40%	40%	40%	40%	40%	50%	50%
Total manhours committed to existing projects	50%	55%	55%	55%	55%	55%	45%	45%
Estimated manhours to be allocated to this project	45%	40%	40%	40%	40%	40%	50%	50%
Manhours of reserve capacity	5%	5%	5%	5%	5%	5%	5%	5%





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OTHER INFORMATION

# **E.3 OTHER PERTINENT INFORMATION**

# **Pegasus' Service Philosophy**

Success in the design/construction industry is typically defined as achieving the client's objectives on time, within budget, and with a completed project of high quality. Pegasus endeavors to have each of our clients so thoroughly pleased with our professional services that clients will not only utilize us for repeat work, but will recommend us through positive recommendations. The fact that Pegasus has also been very successful in avoiding lawsuits between our clients and contractors has enhanced our record of positive references.

Pegasus' record in the industry in achieving long-term "collegial" relationships with governmental staff, sub-consultants, and permitting agencies attests to our success in achieving the objectives of our governmental clients. Our emphasis on the ability to efficiently design projects, coordinate sub-consultants, estimate costs, provide effective QA/QC reviews, and obtain required permits from multiple regulatory agencies, has ensured that our projects have consistently met budgets and schedules. This can be attributed to our highly experienced engineering staff, our emphasis on partnering with qualified subconsultants, effective construction administration, our well-established QA/QC procedures, and our emphasis on an ongoing responsive relationship with client staff members.

We feel that one of the most important elements of Pegasus' provision of services is our "responsiveness". Our experiences have taught that even the best management plan, including all of its components related to effective communication, ongoing coordination, project schedules, etc., can never completely anticipate what may occur during the entire course of a project. Therefore, we place special emphasis on "responsiveness", and follow-through whereby the needs and requests of the City at any given time will always accommodated and given first priority.

Our commitment to "responsiveness" will provide the City with attention to items that are often overlooked when things get busy, including: phone calls that we return on a timely basis; regular project status reports; completion of City requests without hesitation, regardless of in-scope and out-ofscope requests; timely preliminary meetings with permitting agencies and permit submittals, and well-organized record keeping and descriptive invoicing. Pegasus hereby emphasizes our commitment to maintain the highest level "responsiveness" and follow-through, which



is reflected in Pegasus' success in being awarded multiple continuing engineering contracts with various counties and cities across Florida.

The relationships that our senior personnel have developed with the staff of the various Florida cities, counties, FDOT and CFX/OOCEA, and other state agencies have resulted in our being rewarded with the substantial number of continuing services contracts listed herein, and the resulting authorization of numerous public infrastructure assignments.

# **Project Management**

Pegasus Engineering has developed and utilizes a strong Project Management approach centered on four key elements: Principal Involvement - Commitment to quality project management begins at the top of our management structure. Pegasus' senior management has set specific goals to ensure that our clients continually receive quality engineering services. Their personal commitment has been manifested through formal written policies and procedures that must be adhered to by all Pegasus personnel. Pegasus has successfully implemented a firm-wide policy emphasizing day-to-day participation by experienced **Principals** and Project Managers, and of holding weekly in-house project review sessions, and of emphasizing open communications between project

personnel at all levels. We conduct an intensive Monday morning review of all active projects, which has resulted in high work product quality and a high degree of client satisfaction. Staff Training - All Pegasus personnel are encouraged to continually improve their technical skills and professional knowledge.

On-Going Quality Assurance – Pegasus has a well-established Quality Assurance / Quality Control (QA/QC) program to provide our engineering and production support staff with written guidelines, to ensure that quality is maintained throughout each project.

Our Project Manager is ultimately responsible for overall Quality Assurance on this project, while QC reviews will be conducted by an assigned professional. Cost Controls - Pegasus has well-established, proven procedures to estimate and control both engineering costs and construction costs. We utilize highly structured customized project cost accounting software on each project that provides on a weekly basis all labor, overhead, and other direct project costs, as well as work task and subtask status information for use in our weekly project management meetings. We have also developed a very reliable system for accurately estimating construction costs at the preliminary, intermediate, and final design stages. This system utilizes a



continuous on-going monitoring of bid prices in the industry.

# **Public Information Experience**

Experience has clearly demonstrated that public infrastructure projects have the highest degree of success when public acceptance is achieved with the citizens of the community through public involvement and information programs. Pegasus' experience has clearly demonstrated that public involvement programs are important to the success of improvement projects that directly affect the community.

It is imperative that the possible effects of



the proposed infrastructure improvements on the community are examined for social, environmental, and physical impacts.

Our senior personnel are well versed in assisting governmental clients in the development and execution of successful Public Involvement Programs.

Dissemination of information to the community is an important step in a successful Public Involvement plan. Pegasus senior personnel have served the communication needs of our clients through Public Involvement workshops / meetings, newspapers, radio, mail, and the Internet.

Furthermore, Pegasus senior personnel have made numerous presentations on proposed projects at various stakeholder workshops and elected board meetings for multiple cities and counties across Florida during their careers.



# E.4 RFQ # 23013 CERTIFICATIONS

Refer to the following page for certifications made by Pegasus Engineering in conformity with the City of Deltona's Grant Compliance Services' Request for Qualifications requirements related to:

- o Compliance with Occupational Safety and Health (Page 4 of RFQ)
- o Conflict of Interest (Pages 3 and 9 of RFQ)
- o Public Entity Crimes (Page 9 of RFQ)
- o Indemnity (Page 10 of RFQ)





# **City of Deltona's Grant Compliance Services**

### **RFQ # 23013 CERTIFICATIONS**

# **Occupational Safety and Health:**

Pegasus Engineering certifies that all material, equipment, etc., contained in our proposal meets all applicable O.S.H.A. requirements. Pegasus Engineering further certifies that, if our company is the successful respondent, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by Pegasus Engineering.

### **Conflict of Interest:**

Pegasus Engineering certifies that it does not employ individuals who are also employees of the City nor any relative of an elected /appointed official or employee of the City of Deltona who has a financial interest in providing the goods or services specified in this proposal. No City of Deltona employee owns, directly or indirectly, an interest of five percent (5%) or more in Pegasus Engineering's firm or any of its branches.

Pegasus Engineering acknowledges and certifies that this proposal does not violate any ethics provision found in Chapter 112 Florida Statutes, or Chapter 2 of the Code of Ordinances of the City of Deltona. Pegasus Engineering certifies that, to the best of our knowledge or belief, no elected/appointed official or employee of the City of Deltona, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly in providing the goods or services specified in this proposal. Financial interest includes ownership of more than five percent (5%) of the total assets or capital stock or being an officer, director, manager, partner, proprietor, or agent of the business submitting the proposal or of any subcontractor or supplier thereof providing goods or services in excess often percent (10%) of the total proposal amount.

# **Public Entity Crimes:**

Pegasus Engineering certifies that no person or affiliate associated with Pegasus Engineering has been placed on the convicted vendor list following a conviction for public entity crime.

# Indemnity:

Pegasus Engineering agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees and costs, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, arising out of the execution, performance nonperformance, or enforcement of the terms and conditions of the Request for Qualifications # 23013, whether or not due to or caused by the negligence of the City, its commissioners, mayor, officers, employees, agents, and attorneys excluding only the sole negligence of the City, its commissioners, mayor, officers, employees, agents, and attorneys. Pegasus Engineering's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of Pegasus Engineering against the City. Pegasus Engineering hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive the Request for Proposals and shall not be limited by the amount of any insurance required to be obtained or maintained under the Request for Qualifications.

Fursan Munjed	Date
Principal	





Section F

Mandatory Proposal Forms



# Insurance Requirement Form

T. D	equired Limits
nsurance Type R	
Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits
✓ Employer's Liability	\$1,000,000 each accident, single limit per occurrence
Commercial General Liability	\$1,000,000 single limit per occurrence \$3,000,000 aggregate for Bodily Injury Liability & Property Damage Liability.
(Occurrence Form) patterned after the current ISO form	This shall include Premises and Operations; Independent Contractors; Products & Completed Operations & Contractual Liability.
Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless City of Deltona, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of the Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragrap. This section does not pertain to any incident arising from the sole negligence of the City of
Automobile Liability	Deltona. \$1,000,000 each person; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included.
Other	
Vendor shall ensure that all su same Vendor shall provide the	bcontractors comply with the same insurance requirements that he/she is required to meet. The City with certificates of insurance meeting the required insurance provisions.
The City of Deltona must be n where required.	amed as "Additional Insured" on the Insurance Certificate for Commercial General Liability
The Certificate Holder shall be	e named as City of Deltona.
Thirty (30) days cancellation	notice required.
he undersigned firm agrees to	obtain, prior to award, if selected, insurance as stated above.
Pegasus Engineering, L	LC
Proposer/Bidder	Mufil
Authorized Signature Principal	
Officer Title	
April 11, 2023	
Date	



**ASOSTENUTO** 

DATE (MM/DD/YYYY) 4/4/2023

# CERTIFICATE OF LIABILITY INSURANCE

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 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)

the continued account rights to the continued network in the continued of						
PRODUCER	CONTACT NAME:					
JCJ Insurance Agency, LLC 2208 Hillcrest Street	PHONE (A/C, No, Ext): (321) 445-1117 FAX (A/C, No): (321					
Orlando, FL 32803	E-MAIL ADDRESS: certs@jcj-insurance.com					
	INSURER(S) AFFORDING COVERAGE	NAIC #				
	INSURER A : Phoenix Insurance Co.					
INSURED	INSURER B: Travelers Prop & Cas of Amer	25674				
Pegasus Engineering LLC	INSURER C: Travelers Casualty & Surety Co	19038				
301 W. SR 434, Suite 309	INSURER D : Berkley Insurance Company	32603				
Winter Springs, FL 32708	INSURER E :					
	INSURER F:					

COVERAGES CERTIFICATE NUMBER: **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 LTR		TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
Α	Х	COMMERCIAL GENERAL LIABILITY				,,	,,	EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	Х	Х	6802H633696	9/18/2022	9/18/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
								MED EXP (Any one person)	\$	5,000
								PERSONAL & ADV INJURY	\$	1,000,000
	GEI	N'L AGGRE <u>GAT</u> E LIMIT AP <u>PLIE</u> S PER:						GENERAL AGGREGATE	\$	2,000,000
		POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$	2,000,000
		OTHER:							\$	
Α	AU1	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
		ANY AUTO			6802H633696	9/18/2022	9/18/2023	BODILY INJURY (Per person)	\$	
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
									\$	
В	Х	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000
		EXCESS LIAB CLAIMS-MADE			CUP5D257010	9/18/2022	9/18/2023	AGGREGATE	\$	5,000,000
		DED X RETENTION \$ 10,000							\$	
С	WOF	RKERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A	ļ	UB5J589774	9/18/2022	9/18/2023	E.L. EACH ACCIDENT	\$	1,000,000
		CER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	DÉS	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$	1,000,000
D	Pro	fessional Liab			AEC-9058882-05	9/18/2022	9/18/2023	Per Claim/Aggregate		2,000,000
<u> </u>						1				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: RFQ #23013 Grant Compliance Services

Certificate Holder is an Additional Insureds with regards to General Liability when required by written contract. Coverage is Primary & Non-Contributory with respect to all policies. 30 Day Notice of Cancellation, except for 10 days for non-payment. A Waiver of Subrogation applies to General Liability when required by written contract.

CERTIFICATE HOLDER	CANCELLATION						
City of Deltona 2345 Providence Blvd Deltona. FL 32725	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
Deitolia, i E 32/23	AUTHORIZED REPRESENTATIVE						
	MIGH						

ACORD 25 (2016/03)

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

# BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

 The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- **a.** Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- **b.** If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- **c.** With respect to the independent acts or omissions of such person or organization; or
- **d.** For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- **e.** 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 Coverage Part.
- **f.** This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "productscompleted operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
- 2. The following is added to Paragraph 4.a. of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- **(2)** The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

3. The following is added to Paragraph 8., Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

**4.** The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- **a.** After you have signed that written contract;
- **b.** While that part of the written contract is in effect; and
- **c.** Before the end of the policy period.

#### Scrutinized Company Certification

Florida Statutes, Sections 287.135 and 215.473

Pursuant to Section 287.135, Florida Statutes (2017), a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services of:

- a. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or
- b. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
  Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
  Is engaged in business operations in Cuba or Syria.

Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. The Contractor must submit this required certification form attesting that it is not a scrutinized company and is not engaging in prohibited business operations.

The following shall be grounds for termination of the contract at the option of the awarding body:

- a. The company is found to have submitted a false certification; been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List:
- b. Been placed on the Scrutinized Companies that Boycott Israel List or
- c. Is engaged in a boycott of Israel; or
- d. Been engaged in business operations in Cuba or Syria.

The City shall provide notice, in writing, to the Contractor of any determination concerning a false certification.

- a. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation.
- b. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error.
- c. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes.

THIS CERTIFICATION FORM MUST BE COMPLETED AND INCLUDED IN YOUR BID RESPONSE. FAILURE TO SUBMIT THIS FORM AS INSTRUCTED SHALL RENDER YOUR BID SUBMITTAL NON-RESPONSIVE.

- a. The Vendor, owners, or principals are aware of the requirements of Section 287.135, Florida Statutes; and
- b. The Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; and
- c. For contracts of one million dollars or more, the Vendor, owners, or principals are eligible to participate in this solicitation and not listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and, further, are not engaged in business operations in Cuba or Syria; and
- d. If awarded the Contract, the Vendor, owners, or principals will immediately notify the City in writing if any of its company, owners, or principals: are placed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; engage in a boycott of Israel; or engage in business operations in Cuba or Syria.

Fursan Munjed, P.E., Principal (Printed Name and Title) Pegasus Engineering, LLC (Name of Vendor) STATE OF FLORIDA COUNTY OF **SEMINOLE** The foregoing instrument was acknowledged before me by means of (X) physical presence or (M) online notarization, this 11th day of April , 2023 by Fursan Munjed, P.E. the Principal of Pegasus Engineering, LLC, a ) who is personally known to me or (\_ ) who produced as identification. Princilla Villanueva **Notary Public** Print Name: Priscilla Villanueva My Commission Expires: April 27, 2026

> Notary Public State of Florida Priscilla Villanueva My Commission HH 256159

Exp. 4/27/2026

### Non-Collusion Affidavit of Prime Respondent

STATE OF	FLORIDA		
COUNTY OF	SEMINOLE		
Fursan M	unjed, P.E.	, being	duly sworn, deposes and says that:
(1) He/she is	Principal	of _	Pegasus Engineering, LLC
	Title	Firm	n/Company
The respondent th	at has submitted the atta	ached resp	onse.
• •	informed respecting the		ion and contents of the attached solicitation and of all pertinent
(3) Such solicitati	on is genuine and is not	a collusiv	e or sham solicitation.
interest including respondent, firm of attached response manner, directly of responder, firm of overhead, profit of through any collu	this affiant, has in any or person, to submit a contact has been submitted or or indirectly, sought by a person to fix the price or cost element of the price of th	way, collusive or to refrain the Agreement or prices it coposed privance or u	rs, partners, owners, agent representatives, employees or parties in ded, conspired, or agreed, directly or indirectly, with any other sham response in connection with the Agreement for which the from proposing in connection with such Agreement, or has in any it or collusion or communication or conference with any other in the attached solicitation or of any other respondent, or to fix any ice or the proposed price of any other responder, or to secure inlawful Agreement any advantage against the City of Deltona, greement.
conspiracy, or un employees, or pa		e part of t	nse are fair and proper and are not tainted by any collusion, he proposer or any of its agents, representatives, owners,
Signed Signed	m my		Principal Title
•	RIDA COUNTY OF		11110
VOLUSIA SEMI	NOLE		
Fursan Munjed, who is ( Principa	P.E. d		e me this 11th day of April 2023 by
personally known who (did / did no		s produce	as identification and
Privilla	Villanuera	(Signa	ture of Notary Public)
Priscilla	Villanueva	(Name	of Notary Typed, Printed or Stamped) Notary Public
HH2561	59	(Comr	nission Number)
Prisc My C	Public State of Florida illa Villanueva Commission 1 256159 1 4/27/2026		

### DRUG FREE WORKPLACE FORM

Th	e und	lersigned proposer, in accordance with Florida Statute 287.087 hereby certifies that
Pe	gası	us Engineering, LLC does:
(N	ame (	of Business)
	1.	Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
	2.	Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
	3.	Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the Drug-Free statement.
	4.	Notify the employees that as a condition of working on the commodities or contractual services that are under contract, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
	5.	Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
	6.	Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
	7.	As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.
		April 11, 2023 (Authorized Signature) (Date)
		Fursan Munjed, P.E., Principal (Print/Type Name as Signed Above

#### CERTIFICATION OF NON-SEGREGATED FACILITIES FORM

By affixing his signature to this form, the consultant certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The consultant certifies further that he will not maintain or provide for his employees any segregated facilities at any location under his control where segregated facilities are maintained. The consultant agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage and dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation and housing facilities provided for employees which are segregated by explicit directive, or are in fact segregated on the basis of race, color, religious disability or national origin, because of habit, local custom, or otherwise. The consultant agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The non-discriminatory guidelines as promulgated in Section 202, Executive Order 11246, and as amended by Executive Order 11375 and as amended, relative to Equal Opportunity for all persons and implementations of rules and regulations prescribed by the United States Secretary of Labor are incorporated herein.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

By: fun	Mup	J	Date: April 11, 2023
/ Fursan Munjed, P.E.	$\bigcup$	Principal	
Print Name		Title	

Official Address: 301 West State Road 434, Suite 309, Winter Springs, Florida 32708





# THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

## ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the Pegasus Engineering, LLC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

# ARTICLE II RESPONSIBILITIES

#### A. RESPONSIBILITIES OF THE EMPLOYER

- 1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
- 2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
- 3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.





- 4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
- 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
  - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
- 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
  - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
  - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

- 7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
- 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
  - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly





employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

- b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.
- 9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.
- 10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.
- 11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.
- 12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.
- 13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(I)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status





(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

- 14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).
- 15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.
- 16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at <a href="mailto:E-Verify@dhs.gov">E-Verify@dhs.gov</a>. Please use "Privacy Incident Password" in the subject line of your email when sending a breach report to E-Verify.
- 17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.
- 18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon Page 4 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

- 19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
- 20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
- 21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
- 22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

#### **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

- 1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
- 2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.
  - a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.





- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
  - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
  - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with





Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

- g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.
- 3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

#### C. RESPONSIBILITIES OF SSA

- 1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
- 2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
- 3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
- 4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

#### D. RESPONSIBILITIES OF DHS

- 1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
- a. Automated verification checks on alien employees by electronic means, and Page 7 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





- b. Photo verification checks (when available) on employees.
- 2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
- 3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
- 4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
- 5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
- 6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
- 7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
- 8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
- 9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

#### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify Page 8 of 17 E-Verify MOU for Employers | Revision Date 06/01/13





case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

- 2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
- 3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
- 4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
- 5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
- 6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

#### **B. REFERRAL TO DHS**

- 1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
- 2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
- 3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
- 4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the





employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

- 5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
- 6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
  - a. Scanning and uploading the document, or
  - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
- 7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
- 8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
- 9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## ARTICLE IV SERVICE PROVISIONS

#### A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

# ARTICLE V MODIFICATION AND TERMINATION

#### A. MODIFICATION

- 1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
- 2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.





#### **B. TERMINATION**

- 1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
- 2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
- 3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
- 4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

# ARTICLE VI

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,





Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

- F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
- G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.





### Approved by:

Employer	
Pegasus Engineering, LLC	
Name (Please Type or Print)	Title
Fursan Munjed	
Signature	Date
Electronically Signed	09/10/2020
, ,	
Department of Homeland Security – Verification Division	<u> </u>
N (D) T D: 0	here.
Name (Please Type or Print)	Title
USCIS Verification Division	
Signature	Date
Electronically Signed	09/10/2020





Information Required for the E-Verify Program		
Information relating to your Company:		
Company Name	Pegasus Engineering, LLC	
Company Facility Address	301 WEST SR 434 SUITE 309 WINTER SPRINGS, FL 32708	
Company Alternate Address	301 WEST SR 434 SUITE 309 winter springs, FL 32708	
County or Parish	SEMINOLE	
Employer Identification Number	260806410	
North American Industry Classification Systems Code	541	
Parent Company	Pegasus Engineering, LLC	
Number of Employees	10 to 19	
Number of Sites Verified for	1	





Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

FLORIDA 1 site(s)





# Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Fursan s Munjed

Phone Number (407) 992 - 9160 ext. 302

Fax Number (407) 358 - 5155

Email Address fursan@pegasusengineering.net





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Section G

Florida State
Corporate
Filing





Department of State / Division of Corporations / Search Records / Search by Entity Name /

### **Detail by Entity Name**

Florida Limited Liability Company PEGASUS ENGINEERING, LLC

#### **Filing Information**

 Document Number
 L07000088384

 FEI/EIN Number
 26-0806410

 Date Filed
 08/28/2007

State FL

**Status** ACTIVE

Principal Address

301 W. SR 434 SUITE 309

WINTER SPRINGS, FL 32708

Changed: 04/21/2009

**Mailing Address** 

301 W. SR 434

SUITE 309

WINTER SPRINGS, FL 32708

Changed: 04/21/2009

**Registered Agent Name & Address** 

Kim, James

5079 Edgewater Drive Orlando, FL 32810

Name Changed: 01/28/2013

Address Changed: 01/03/2018

<u>Authorized Person(s) Detail</u>

Name & Address

Title MGRM

FONG, JUAN

301 W. SR 434, SUITE 309 WINTER SPRINGS, FL 32708

#### Title MGRM

MUNJED, FURSAN 301 W. SR 434, SUITE 309 WINTER SPRINGS, FL 32708

#### **Annual Reports**

Report Year	Filed Date
2021	02/05/2021
2022	01/18/2022
2023	01/21/2023

#### **Document Images**

01/21/2023 ANNUAL REPORT	View image in PDF format
01/18/2022 ANNUAL REPORT	View image in PDF format
<u>02/05/2021 ANNUAL REPORT</u>	View image in PDF format
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03/29/2010 ANNUAL REPORT	View image in PDF format
04/21/2009 ANNUAL REPORT	View image in PDF format
01/10/2008 ANNUAL REPORT	View image in PDF format
08/28/2007 Florida Limited Liability	View image in PDF format

**MINUTES OF A MEETING OF DIRECTORS** of Pegasus Engineering, LLC (the "Corporation") held at 301 W. SR 434, Suite 309, Winter Springs, FL, 32708 on this 5th day of January, 2015.

- 1. The following members were present, constituting the entire board: Juan Fong and Fursan Munjed.
- 2. All the members of the Corporation being present, formal notice calling the meeting was dispensed with, and the meeting declared to be regularly called.
- 3. The following memorandum was then read and ordered to be inserted in these minutes: "We, the members of the Corporation consent to this meeting being held at the above time and place and do waive notice and publication of this meeting, and consent to the transaction of such business, as may have come before it, as testified by our signatures below.

Juan Fong (Signature)

Fursan Munjed (Signature)

- 4. **UPON A MOTION DULY MADE**, seconded and unanimously carried, Juan Fong acted as Chairperson of the meeting and Fursan Munjed as Secretary of the meeting.
- 5. Minutes of the last regular meeting were read and, upon motion duly made, seconded and carried, were adopted as read.
- 6. The Chairperson presented to the meeting and thereupon the following resolutions were offered, seconded and unanimously adopted.

#### IT WAS RESOLVED THAT:

7. The following individuals are appointed and confirmed as signing officers for the Corporation:

Juan Fong & Fursan Munjed

- 8. There being no further business to come before the meeting, the meeting was adjourned.
- 9. DATED in the State of Florida war January 5th, 2015.

Fursan Munjed (Secretary)

### Prepared by:



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