

**NOISE, ACOUSTIC, AND SOUND
CONSULTING SERVICES**

THIS AGREEMENT for PROFESSIONAL SERVICES (hereinafter referred to as "Agreement" or "Contract") is made and entered into this ____ day of _____, 20__ by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City") and **Cross Spectrum Acoustics, Inc.** whose principal address is **200 North Main Street, Suite 17, East Longmeadow, MA 01028** (hereinafter referred to as "Consultant").

WHEREAS, pursuant to Request for Qualifications No. 2023-055 ("RFQ 23-055"), the City solicited proposals for Noise, Acoustic, and Sound Consulting Services; and

WHEREAS, the City advertised RFQ 23-055 on July 28 and August 3, 2023; and

WHEREAS, Consultant submitted a qualified response to RFQ 23-055 (Exhibit "B"); and

WHEREAS, all qualified responses were reviewed by an Evaluation Committee; and

WHEREAS, pursuant to the recommendation of the Evaluation Committee, at the regularly scheduled meeting on November 6, 2023, the City Commission of the City of Fort Pierce approved the negotiations of a contract between the City and the Consultant; and

WHEREAS, the Consultant is willing and able to perform the Noise, Acoustic, and Sound Consulting Services for the City within the basic terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, do agree as follows:

1. SERVICES

The Consultant's responsibility under this Agreement is to provide professional Noise, Acoustic, and Sound Consulting Services for the compensation and on the terms set forth herein and in Exhibit "A" (hereinafter "Scope of Work" or "Professional Services").

Consultant represents to the City that the Professional Services to be performed under this Agreement shall be in accordance with the highest standards accepted and established practices and procedures recognized as such in Consultant's trade in general and that Consultant shall conform to this Agreement.

Consultant shall be responsible for the technical accuracy of its Professional Services and documents resulting therefrom, and City shall not be responsible for discovering deficiencies therein. Consultant shall correct any such deficiencies without

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additional compensation or cost to City, except to the extent any such deficiency is directly attributable to deficiencies in City-furnished information.

Consultant shall be responsible for the completeness and accuracy of the work prepared or compiled under Consultant's obligation for each project and shall correct, at Consultant's expense, all errors or omissions therein which may be disclosed. The cost necessary to correct those errors attributable to Consultant and any damage incurred by City as a result of additional costs to City caused by such errors shall be chargeable to Consultant and shall not be considered a cost of the Work. The fact that City has reviewed or approved Consultant's work shall in no way relieve Consultant of any of its responsibilities.

2. TERM

The term of this Agreement shall be for a period of two (2) years beginning on the date first written above, with up to three (3) one (1) year renewal options available.

3. TECHNICAL AND PROFESSIONAL SERVICES

It shall be the responsibility of the Consultant to work with the City to provide the Professional Services consistent with and in conformity with Exhibits "A" and "B".

4. PERIOD OF SERVICE

A. The Consultant will be available to begin work promptly after receipt of a fully executed copy of this Agreement. Consultant shall complete all work in the timeframes delineated in Exhibits "A" and "B".

B. If the Consultant's services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately through a written Amendment, and only upon agreement by the City to the adjustment that the reasons were beyond the Consultant's control, as outlined in Paragraph 17, below.

5. TIME OF PERFORMANCE

If the work is not fully completed according to the terms of the Agreement and within the time limits stipulated in Exhibits "A" and "B", it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, at a rate of \$250 per day for each day following the required completion date, until the date upon which actual completion occurs.

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6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement. Compensation due to Consultant shall be due and payable monthly using hourly rates and task durations as specified in Exhibits "A" and "B". The Contract Price of the Agreement shall not exceed \$83,314.00. Payment shall be governed by the Florida Local Government Prompt Payment Act, Sections 218.70 et seq., Florida Statutes, and those sections therein specifically applicable to nonconstruction contracts.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

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With regard to the Consultant, the following items shall be considered a default under this Agreement:

1) If the Consultant should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of this Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of the City before engaging such subconsultant, subcontractor, or professional associate.

If a subconsultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance of any portion of this Agreement as set forth herein.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Agreement and in the Consultant's agreement with the subconsultant for work to be performed for the City the Consultant must incorporate the terms of this Agreement.

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11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

12. INSURANCE

Consultant shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City has been provided to, and approved by, the City. The City at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the Consultant hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability Insurance, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement Consultant shall provide City with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City, if requested by City, Consultant shall, within thirty (30) days after receipt of a written request from City, provide City with a certified copy or certified copies of the policy or policies providing the coverage

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required. Consultant may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

B. DESCRIPTION OF REQUIRED INSURANCE

Consultant shall be responsible for all damage to persons and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1) Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

The policy must be endorsed to waive the insurer's right to subrogate against City, and its officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver of Our Right to Recover from Others Endorsement (Advisory Form WC 00 03 13) with City, and its officials, officers and employees scheduled thereon.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$1,000,000	Each Accident
	\$1,000,000	Disease – Policy Limit
	\$1,000,000	Disease - Each Employee

2) Commercial General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

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The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Silica, asbestos or lead
- Sexual molestation

City and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

The minimum limits (inclusive of amounts provided by an umbrella or excess policy):

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

3) Automobile Liability Insurance.

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide City with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000
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4) Professional Liability

Such insurance shall be on a form acceptable to City and shall cover errors and omissions arising out of the provision of the services required by RFQ 23-055 and this Agreement. Coverage must be provided on an Occurrence Form or, if on a Claims Made

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Form, the retroactive date must be no later than the first date of this Agreement and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by Consultant shall be endorsed to provide City with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of \$10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

\$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

The insurance provided by Consultant shall apply on a primary basis to any insurance or self-insurance maintained by City. Any insurance, or self-insurance, maintained by City shall be excess of, and shall not contribute with, the insurance provided by Consultant.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by Consultant shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, City may permit the application of a deductible or permit Consultant to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, Consultant shall pay on behalf of City or City's officials, officers and employees any deductible or self-insured retention applicable to a claim against City or City's officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Consultant. Any remedy provided to City by the insurance provided by Consultant shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Consultant) available to City under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Consultant shall relieve Consultant from responsibility to provide insurance as required by this Agreement

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

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Additional Insured on the Commercial General Liability

City of Fort Pierce and its officials, officers, and employees.

13. INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the City, the Consultant hereby expressly agrees to indemnify and hold the City harmless against any and all expenses and liabilities arising out of the performance or default of this Agreement as follows:

Consultant shall indemnify and hold harmless, to the maximum extent permitted by law, the City and their officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Consultant and persons employed by or utilized by the Consultant in Consultant's performance of this Agreement.

Consultant's obligation to indemnify and hold harmless shall remain in effect and shall be binding upon Consultant whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

Consultant's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Sections 725.06 and 725.08, Florida Statutes (Chapter 725).

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

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The Consultant agrees that the persons named in this Agreement and Exhibits "A" and "B", shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions, and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws and specifically:

1. Keep and maintain public records required by City to perform the service.
2. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time as provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Consultant does not transfer the records to City.
4. Upon completion of the Agreement, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

B. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO

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THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, PUBLICRECORDS@CITYOFFORTPIERCE.COM, 100 NORTH U.S. 1, FORT PIERCE, FL 34950.

16. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes, to include, but not limited to Sections 112.311 and 112.313, Florida Statutes. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at their option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement. If, in the opinion of the City, the prospective business association, interest or circumstance does constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall either not enter into said association or terminate this Agreement with the City prior to entering into said association.

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control) all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally

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affect the bidding process shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19. OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

21. VERIFICATION OF EMPLOYMENT STATUS; E-VERIFY

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

All requirements of Section 448.095, Florida Statutes, shall be complied with by Consultant. In accordance with, Section 448.095, Florida Statutes, Consultant shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the

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subcontractor during the term of this Agreement. If Consultant enters into a contract with a subcontractor performing work or providing services on its behalf, Consultant shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. Consultant shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Consultant is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

22. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, or as otherwise applicable under law.

23. NON-DISCRIMINATION

The Consultant covenants and agrees that the Consultant shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

24. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the professional and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all

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times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

25. SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term or provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

26. FLORIDA CONTRACTS

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

27. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

28. AMENDMENT

This Agreement may be amended only with the written approval and agreement of the parties.

29. MODIFICATIONS OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein, or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

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B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Agreement.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate an Agreement Amendment and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

30. NOTICE

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service or mailed certified mail (postage prepaid) return receipt requested, addressed to:

City:
CITY OF FORT PIERCE
Attn: Purchasing Division
100 N. US Highway 1
Fort Pierce, FL 34950

Consultant:
CROSS SPECTRUM ACOUSTICS, INC.
200 North Main Street, Suite 17
East Longmeadow, MA 01028
Attn; Herbert Singleton, Jr.

With a Copy to:
City Attorney
City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950

With a Copy to:
Planning Director
100 N. US Highway 1
Fort Pierce, FL 34950

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

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Should City or Consultant have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box.

31. CAPTIONS AND HEADINGS

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

32. WAIVER

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other provision, or the enforcement thereof. City's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

33. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

Before beginning services under this Agreement, Consultant shall complete, execute and deliver the Affidavit Regarding the Use of Coercion for Labor or Services (Exhibit C) to the City.

34. INTERPRETATION; CONTROLLING LAW; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern this Agreement and all interpretations thereof. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in St. Lucie County, to include the Nineteenth Judicial Circuit of Florida for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES

35. DISPUTE RESOLUTION; WAIVER OF JURY TRIAL

Any disputes relating to interpretation of the terms of this Agreement or a question of fact or arising under this Agreement shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Agreement and the determination of the City or its representatives, pending resolution of the dispute. All claims arising out of this Agreement or its breach shall be submitted first to mediation. The parties shall share the mediator's fee equally. The mediation shall be held in St. Lucie County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. **TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.**

36. ANTITRUST ASSIGNMENT

The Consultant, the City, and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Consultant assigns to the State of Florida and the City any and all claims for such overcharges as to goods, materials or services purchased in connection with the Agreement.

37. CONFIDENTIALITY

Consultant shall not disclose, publish, or authorize others to disclose or publish, design data, drawings, specifications, reports, or other information pertaining to the projects assigned to Consultant by City or other information to which Consultant has had access during the term of this Agreement without the prior written approval of the City during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

Consultant shall consider all information provided by City and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Consultant's performance of the services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of the City, in response to legal process, or in accordance with applicable law.

38. SOVEREIGN IMMUNITY

Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of

**NOISE, ACOUSTIC, AND SOUND
CONSULTING SERVICES**

Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

.IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

CITY OF FORT PIERCE:

Linda Cox, City Clerk

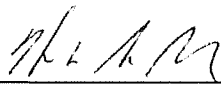
Linda Hudson, Mayor

Date

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

CONSULTANT:

By: _____


Print: _____
Herbert Singleton Jr

Title: _____
President

Today's Date: _____
January 27, 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/13/2023

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

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

PRODUCER BIS, Inc. 834 Bradshaw Road Lebanon, TN 37087	615-444-8859 615-444-8509	CONTACT NAME: BIS, Inc. PHONE (A/C, No., Ext): 615-444-8859 E-MAIL ADDRESS: a_bear@comcast.net	FAX (A/C, No): 615-444-8509
INSURED Cross Spectrum Acoustics, LLC 200 North Main Street Suite 17 East Longmeadow, Massachusetts 01028		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Sentinel Insurance Company	NAIC #: 11000
		INSURER B: Underwriters at Lloyds, London	22416
		INSURER C:	
		INSURER D:	
		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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	20 SBAAI6480 DV	09/29/2022	09/29/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	20 SBAAI6480 DV	09/29/2022	09/29/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	20 SBAAI6480 DV	09/29/2022	09/29/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			20 WECAT0838	09/29/2022	09/29/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional liability			JUPL0105638821 121 XS 0212150-01	03/11/2023 03/11/2023	03/11/2024 03/11/2024	\$2,000,000 occ./ \$2,000,000 agg.	\$1,000,000 occ./ \$2,000,000 agg.

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

Audio/Acoustic Consultants

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

Sue Strum

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NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES

EXHIBIT "A"

PROJECT SCOPE OF WORK

Cross Spectrum Acoustics

Purpose: To aid the City in developing standards for measuring and enforcement of sound limits.

Baseline for Study: The sound standard is to be based, in part, on existing sound levels which will be characterized using noise contours. The study will involve the following elements.

A. Review City's Municipal Code: This review would include coordination with City staff to determine past approaches, complaint tracking processes, stakeholder concerns, comprehension of current code, difficulties with the current ordinance, and desired outcomes.

B. Conduct Citywide Analysis of Sound Activity: This task would include fieldwork to observe and measure noise levels at locations around the city. Identify various sound sources in the downtown and Special Entertainment District, as well as other parts of the city, including amplified and acoustic music, traffic, railways, mechanical equipment, crowds, and animals.

C. Establish an objective measure for overall sound and low-frequency sound limits: Discussion with stakeholders and review of precedents. Recommend objective performance standards to account for existing noise conditions and provide mitigation recommendations.

Tasks

1. Background Research (\$740) – 2 weeks from Notice to Proceed (NTP).

- a. Review of municipal code and coordination with city staff.
- b. Research into noise control issues faced by Fort Pierce.
- c. Review noise ordinances of other jurisdictions.

2. Citywide Sound Study and Assessment, Review and Analysis (\$25,660) – 4 Weeks from NTP.

- a. Travel to Fort Pierce to tour city, conduct spot measurements and communicate with City staff and stakeholders.

3. Noise Mapping (\$29,032) – 7 weeks from NTP

- a. Commence development of acoustical model for city-wide noise map.
- b. Commence assessment of criteria for overall sound and low-frequency sound limits.
- c. noise code review and produce memorandum summarizing code, issues, and future objectives, and approaches of other municipalities.
- d. Commence analyzing measurement data and characterizing existing noise source(s).
- e. Produce preliminary noise maps, validate maps against measurement data.
- f. On-site collection of data and observations needed to complete noise map.

NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES

4. Objective Measures (\$4,040) – 5 weeks from NTP

- a. Submit draft memorandum of recommendations to eliminate ambiguity in enforcing sound level limits, setting sound and low-frequency sound limits and setting objective performance standards to account for ambient noise in sound level limits.

5. Reduction of Enforcement Ambiguity (\$5,120) – 8 weeks from NTP

- a. Based on preliminary noise maps, develop processes to reduce ambiguity in sound level enforcement, to produce objective limits for overall sound and low-frequency sound limits.

6. Finalize Noise Maps and Recommendations (\$4,040) – 10 weeks from NTP

- a. Issue memorandum of recommendations that incorporate City comments and final noise maps.

7. Mitigation Recommendations (\$6,200) – 2 weeks after receipt of comments from City

- a. Assess sound mitigation recommendations in coordination with City Staff.
- b. Submit draft mitigation recommendations memorandum for comment 14 days after receipt of comments from draft mitigation memo.
- c. Finalize memorandum of mitigation recommendations that incorporate City comments and final noise maps.

8. Meetings (\$8,482) – 12 weeks from NTP

- a. One in-person meeting and two virtual meetings to discuss findings with City Staff and community.

Ongoing Services: Submit progress reports, meet with City officials and/or stakeholders via video conference, additional services as requested by City.

Expenses (included in Tasks 2, 3 and 8)

- a. Round trip airfare to Fort Pierce, lodging, rental vehicles, sustenance, and miscellaneous expenses for field work.

NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES

Project Budget:

The project budget for this study is **\$83,314**.

This budget is based upon CSA's fully burdened labor rates (\$135/hour for Associates, \$160 for Senior Associates and \$185/hour for Principal Associates), U.S. General Services Administration (GSA) Fiscal Year 2024 rates for per diem and lodging, and actual travel costs.

Task	Associate, \$135/hr.	Principal, \$185/hr.	Cost
Labor			
Review Municipal Code	--	4 hours	\$740
Citywide sound analysis, incl. travel	84 hours	56 hours	\$21,700
Noise mapping, incl. travel	40 hours	120 hours	\$27,600
Recommendations to eliminate enforcement ambiguities	16 hours	16 hours	\$5,120
Establish objective measures for sound limits	8 hours	16 hours	\$4,040
Recommend objective performance standards based on ambient noise	8 hours	16 hours	\$4,040
Provide mitigation recommendations	24 hours	16 hours	\$6,200
Meetings (in-person and video conference)	--	40 hours	\$7,400
Expenses			
Airfare for Trip 1		\$700	\$700
Lodging for Trip 1	\$535	\$535	\$1,070
Rental car for Trip 1	\$300	\$300	\$600
Per diem for Trip 1	\$295	\$295	\$590
Parking, shipping & misc.			\$1,000
Airfare for Trip 2		\$400	\$400
Lodging for Trip 2		\$214	\$214
Rental car for Trip 2		\$200	\$200
Per diem for Trip 2		\$118	\$118
Parking & misc.			\$500
Airfare for Trip 3		\$400	\$400
Lodging for Trip 3		\$214	\$214
Rental car for Trip 3		\$200	\$200
Per diem for Trip 3		\$118	\$118
Parking & misc.			\$150
			\$1082.00
Total			\$83,314.00

NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES

# of Calendar Days after NTP	Task
14 days (2 weeks)	Begin review of municipal code and coordination with city staff Begin research into noise control issues faced by Fort Pierce Begin review of noise ordinances of other jurisdictions
28 days (4 weeks)	Travel to Fort Pierce to tour city, conduct spot measurements and communicate with City staff and stakeholders. Start developing acoustical model for city-wide noise map Start assessment of criteria for overall sound and low-frequency sound limits
35 days (5 weeks)	Complete noise code review and produce memorandum summarizing code, issues, and future objectives, and approaches of other municipalities. Start analyzing measurement data and characterizing existing noise sources
49 days (7 Weeks)	Produce preliminary noise maps, validate maps against measurement data Travel to Fort Pierce to collect additional data and observations needed to complete noise map
56 days (8 weeks)	Based on preliminary noise maps, develop processes to reduce ambiguity in sound level enforcement, to produce objective limits for overall sound and low-frequency sound limits, and
70 days (10 weeks)	Finalize noise maps. Submit draft memorandum of recommendations to eliminate ambiguity in enforcing sound level limits, setting sound and low-frequency sound limits and setting objective performance standards to account for ambient noise in sound level limits.
14 days after receipt of comments from draft memo	Finalize memorandum of recommendations that incorporate City comments and final noise maps.
84 days (12 weeks)	Assess sound mitigation recommendations in coordination with City Staff.
91 days (13 weeks)	Submit draft mitigation recommendations memorandum for comment.
14 days after receipt of comments from draft mitigation memo	Finalize memorandum of mitigation recommendations that incorporate City comments and final noise maps.
TBD	Present findings to City and/or Public at in-person meeting
Ongoing	Submit progress reports, meet with City officials and/or stakeholders via video conference, additional services requested by City.

**NOISE, ACOUSTIC, AND SOUND
CONSULTING SERVICES**

EXHIBIT "B"

Consultant's Response to RFQ 23-055

Noise, Acoustic, and Sound Consulting Services

August 28, 2023

RFQ No. 2023-055

Submitted to:

City of Fort Pierce

Room 101

100 North U.S. #1

Fort Pierce, FL 34950

Attn: Purchasing Division

Prepared by:



Cross-Spectrum Acoustics

200 North Main Street, Suite 17

East Longmeadow, MA 01028

T/F (413) 315-5770

Contact: Herbert Singleton Jr., INCE Bd. Cert.

hsingleton@csacoustics.com



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2. Approach to Scope of Work	11
3. Project Schedule	13
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4. Project Budget	16
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6. Required Forms	20

EXECUTIVE SUMMARY

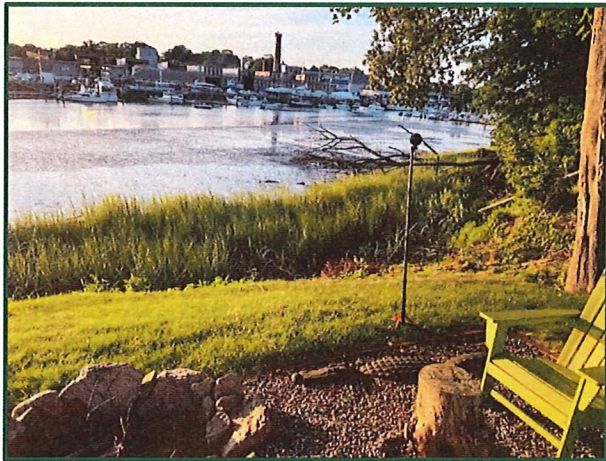
Cross-Spectrum Acoustics Inc. (CSA) is pleased to submit this proposal to the City of Fort Pierce, FL in response to the Request for Qualifications (RFQ) for Noise, Acoustic, and Sound Consulting Services.

CSA is a full-service noise and vibration consulting firm. Our consultants have over 190 years of combined experience in the noise and vibration field, with specialties in:

- Community, and recreational noise
- Industrial, and energy noise
- Transportation noise and vibration
- Architectural acoustics
- Noise and vibration measurement systems

Based in Massachusetts, Utah, and California, we offer our services nationwide. CSA consultants are active members of the acoustics community:

- Institute of Noise Control Engineering
- Acoustical Society of America
- National Council of Acoustical Consultants
- Transportation Research Board



CSA takes pride in our ability to help the public understand complex issues related to noise in a simple and straightforward manner. Our staff have represented municipal, state and federal clients in public meetings for projects across the country. We have also provided litigation support and expert witness testimony on behalf of our clients.

Another CSA hallmark is our belief that high-quality work does not need a high price tag. We are diligent in keeping our costs low in order to offer rates that

provide maximum value to our clients. We also collaborate with our clients to offer cost-effective solutions to their acoustical problems.

CSA has a total staff of 15 employees including 11 technical consultants. Our staff includes five registered Professional Engineers, three Institute of Noise Control Engineering (INCE) board certified members, and one PhD.

CSA has experience on a wide variety of community noise projects having analyzed noise from a variety of community noise sources including from summer camps, performance venues, gun ranges, motorsports, sports fields and other recreational sources. CSA staff also have experience analysis noise from urban sources such as rooftop HVAC equipment, construction, industrial processes, and commercial facilities. We have performed short-term and long-term outdoor measurements under a variety of conditions to accurately characterize noise levels in a project area.



Our firm has extensive measurement and modeling capabilities. We use off-the-shelf and customized computer models and reference literature to predict future sound levels and to recommend appropriate mitigation measures. We can conduct noise and vibration measurements of community noise sources to determine their impact on residences, learning spaces, office environments, and medical facilities. We can assess sleep disturbance, speech intelligibility, sound isolation between spaces, and structure-borne noise caused by MEP sources. We can measure acoustical parameters such as reverberation time (T60), field sound transmission class (STC) and speech transmission index (STI) to help resolve interior acoustical problems. We use the industry-standard EASE and

INSUL computer models as well as reference literature to assess the performance of structural elements, to model interior noise levels and to recommend appropriate mitigation measures.

Finally, CSA conducts transportation noise evaluations of all types including screening assessments, noise impact studies, preliminary and final noise barrier design, and special studies. Services provided by CSA include rail and roadway noise measurements, transportation noise modeling using Federal Highway Administration (FHWA) Traffic Noise Model (TNM) or Federal Transit Administration (FTA) Guidance Manual processes, noise abatement design, National Environmental Policy Act and state-specific documentation, and public outreach. CSA staff members have performed transportation noise studies of all levels of complexity throughout the United States for clients in Florida, California, Texas, Massachusetts, New York, Minnesota, Oklahoma, Arizona, Georgia, Washington, Nevada, Utah, and many other states. CSA staff are authors of the FTA and Federal Railroad Administration (FRA) Guidance Manuals and the FHWA Noise Measurement Handbook.



Herbert L. Singleton Jr., INCE Bd. Cert will serve as Project Manager. Mr. Singleton has over 25 years of acoustical engineering experience, is INCE Board Certified, and is President and a co-founder at CSA. His specialties include acoustical measurements and modeling. He has applied these skills to sound and vibration analyses for community, transportation, construction, entertainment and architectural projects. He will be supported by **Timothy Johnson** and **David Towers, P.E., INCE Bd. Cert.** who bring noise mapping, transit, and construction noise expertise to the team. All three principals have experience

supporting government clients, including litigation support, code enforcement and code review.



CSA is a corporation headquartered in Massachusetts and with pending registration as a foreign corporation in Florida (application and fee submitted on August 19, 2023). We have offices in Massachusetts, Utah, and California and we offer our services nationwide. CSA has received Minority Business Enterprise (MBE) and Disadvantaged Business Enterprise (DBE) certifications from over 20 states including Florida.

CSA intends to conduct most of the scope of work from our Massachusetts offices with support from our California and Utah office as-needed. CSA uses Microsoft Teams for conference calls and meetings which allows for video conferencing and screen-sharing and has a corporate file transfer site to handle large files.

As President of CSA, Mr. Singleton is authorized to negotiate on behalf of the company for this work. This proposal represents a binding offer for 120 days from the submittal date of August 28, 2023.



CSA Office Locations

Massachusetts:

Headquarters

200 North Main Street, Suite 17
 East Longmeadow, MA 01028
 T (413) 315-5770
 F (413) 315-5770
 W: www.csacoustics.com

Boston-area Branch

1500 District Avenue, Suite 1048
 Burlington, MA 01803
 T (781) 591-3500

Utah:

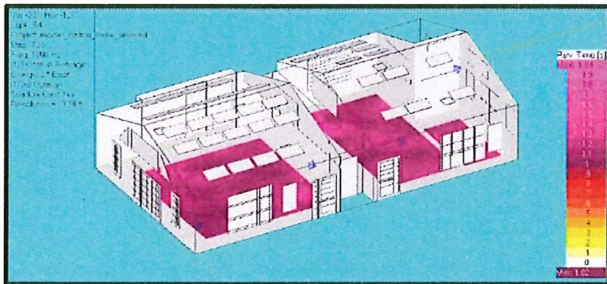
Salt Lake City Branch

699 E. South Temple, Suite 201B
 Salt Lake City, UT 84102
 T (801) 997-8600

California:

Southern California Branch

400 Corporate Pointe, Suite 300
 Culver City, CA 90230
 T (213) 330-0480



As described in this proposal, CSA is able to perform the tasks identified in the RFQ and provide quality services to the City of Fort Pierce. We have experience in reviewing, developing, and enforcing noise limits for entertainment, transportation, commercial and construction sources. We have experience with regulating and mitigating noise from entertainment venues and will apply those lessons to Fort Pierce. CSA has the technical capability to measure and model noise citywide or by neighborhood to assess existing noise, predict future levels and assess “hotspots”.

This proposal details tasks to conduct a citywide assessment of existing noise levels to develop noise contours for the downtown, Special Entertainment District, and other areas. This proposal includes the tasks for the full scope as provided in the RFP, as well as discussions to reduce scope and cost. The full scope includes:

- Travel to Fort Pierce to coordinate with City staff, assess existing noise sources, and collect data for use in noise contour mapping efforts.
- Develop a noise map of downtown area, the Special Entertainment District, and other areas for use in quantifying existing noise conditions.
- Develop recommendations to eliminate ambiguity in enforcing sound level limits through discussion with City staff, research of efforts in Fort Pierce and other jurisdictions, and application of our experience.
- Develop objective processes for determining limit for overall sound level and low-frequency (bass) sound levels, again based on experience in the City and other jurisdictions, our own experience, and discussions with stakeholders.
- Develop recommendations for objective standards that account for ambient noise in Fort Pierce based on our experience developing relative noise standards (i.e., compared to ambient levels) for the Federal Transit Administration.
- Provide recommendations for sound insulation or other sound mitigation strategies for residential and commercial land-uses, based on precedents, experience, and acoustical best-practices.
- Additional services as requested by the City.

The total estimated cost for this study is **\$83,314**.



1. EXPERIENCE AND QUALIFICATIONS

Cross-Spectrum Acoustics, Inc. was formed in 2011 and has been providing acoustical consulting services for 12 years. In that time, CSA has worked with state and Federal agencies, local municipalities, businesses and communities to address noise control services from a variety of sources. Project work on municipal projects has included assessments of noise from breweries, live music venues, animal daycare/boarder facilities, outdoor and indoor firing ranges, race tracks, outdoor sport facilities, equipment storage yards, small unmanned aerial vehicles and lakeside summer camps. We also have experience recommending and designing mitigation measures for various community noise projects including band sheds, sound insulation improvements, noise source time limits, barriers, mufflers, enclosures and shrouds.

CSA has performed analyses of speech intelligibility, sound isolation between spaces, and structure-borne noise caused by mechanical and loudspeaker sources. We can measure acoustical parameters such as reverberation time (T60), field sound transmission class (STC) and speech transmission index (STI) to help resolve interior acoustical problems. We use customized computer models such as SoundPLAN (outdoor sound level prediction software) and INSUL (soundproofing prediction software) and reference literature to predict future sound levels and to recommend appropriate mitigation measures.

CSA staff have a wealth of experience measuring and modeling noise levels from a variety of urban sources. City-wide and community noise modeling efforts have been undertaken on numerous projects. Three-dimensional acoustical models are typically developed to predict noise levels from new sources, show noise contours through neighborhoods, and develop mitigation measures.

Cross-Spectrum Acoustics, Inc. is a small business with 15 professionals working across all of our locations. The firm workforce is made up of 12 consulting professionals (including the two owners), two administrative staff and one technician. Our technical staff include three Principals holding Board Certification from the Institute of Noise Control Engineering (INCE), five staff holding Professional Engineering licenses across 11 states (including one Principal with a Florida PE), and four staff holding advance degrees

(including one doctorate). Staff experiences encompass assessments, acoustical design, training, expert witness testimony, and public presentations.

Because we work to keep our costs low, our rates are extremely competitive with peer firms. We work closely with clients to ensure that project objectives are met on time, and on budget with cost-effective solutions.

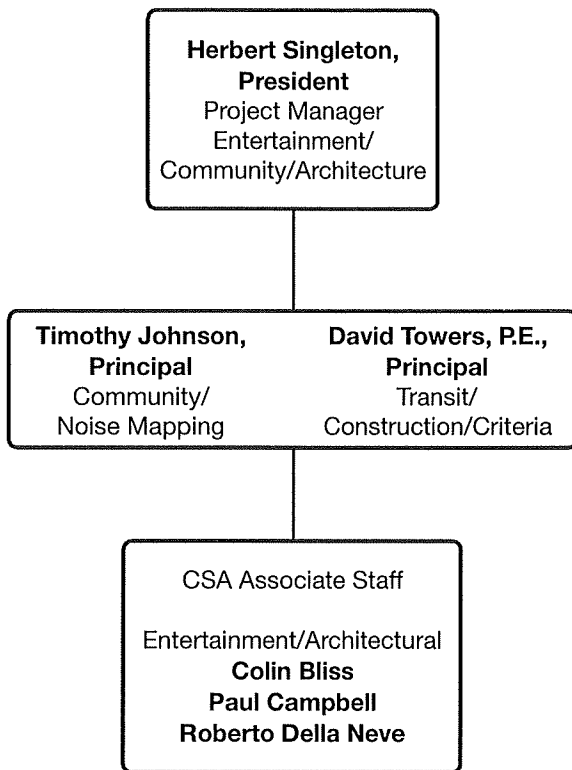


CSA works to make our business sustainable. When possible, we adopt paperless workflows and recycle to reduce paper waste. Outdated electronic equipment is repurposed, and batteries are recycled to reduce e-waste. Staff use public transit on work trips or car-pool if tasks allow.

We propose three highly qualified individuals to manage and support this effort. **Herbert L. Singleton Jr., INCE Bd. Cert** will serve as Project Manager. He will be supported by **Timothy Johnson** and **David Towers, P.E., INCE Bd. Cert.** who bring noise mapping, transit, and construction noise expertise to the team. All three principals have experience supporting government clients, including litigation support, code enforcement and code review.

The majority of the work will be conducted from our Massachusetts offices. This section includes sample projects with references for each key staff member. Full resumes including education and licensure are provided at the end of this section. Key members will not be removed or reassigned from this contract without prior approval of the City.

We do not anticipate the use of subcontractors for this work. Key staff for this effort are shown in the organizational chart below. Qualifications for the three Principals that will lead this effort are provide in Section 1.1.



1.1. CSA KEY STAFF RESUMES

Herbert L. Singleton Jr, INCE Bd. Cert. – President

Mr. Singleton will serve as Project Manager for this contract as well as community noise, entertainment noise, architectural acoustics expert.

As co-founder of Cross-Spectrum Acoustics Inc., Mr. Singleton has over 25 years of acoustical engineering experience. His specialties include acoustical measurements and modeling of a variety of noise sources. He has applied these skills to sound and vibration analyses for community, transportation, construction, and architectural projects. Mr. Singleton conducts field survey measurements and environmental assessments for private firms and public agencies across the United States.

Mr. Singleton is familiar with a broad range of sound and vibration measurement tools as well as noise modeling software and algorithms. He has a wealth of experience with a broad range of sound and vibration measurement tools including sound level meters, unattended monitoring hardware and digital acquisition

systems. His expertise lies in the measurement of acoustical conditions and the prediction of future sound and vibration levels in outdoor and indoor environments. He applies his knowledge of signal processing tools and data analysis techniques to solve problems at minimal cost.

Mr. Singleton has instructed clients from public and private firms in the use of sound and vibration measurement tools for environmental assessments. He has worked with agencies and municipalities to develop, implement and enforce noise standards. Furthermore, he has presented project results to the lay public via public meetings and workshops. Mr. Singleton has also testified as an expert in civil and criminal proceedings in six states.

Mr. Singleton actively participates in professional organizations. He is currently a member of the Institute of Noise Control Engineering Certification Board. He contributes to working groups in the development of acoustical standards and guidelines and has held organizational roles in acoustical associations and conferences.

Employment History:

Cross-Spectrum Acoustics, Inc.

2011 to Present, Principal

Cross-Spectrum Labs

2003 to 2011, Principal

Harris Miller Miller & Hanson Inc.

1995 to 2003 Consultant/Senior Consultant

Education:

B.S. Mechanical Engineering, Massachusetts Institute of Technology, Cambridge, MA – 1995

MSc coursework, Audio Acoustics, University of Salford, Salford, U.K. – 2001-2004

Registrations and Affiliations:

Professional Engineer, GA #PE037731;

MA #46867;

CO #PE.0056123;

MN #56348

Board Certified Member, Institute of Noise Control Engineering

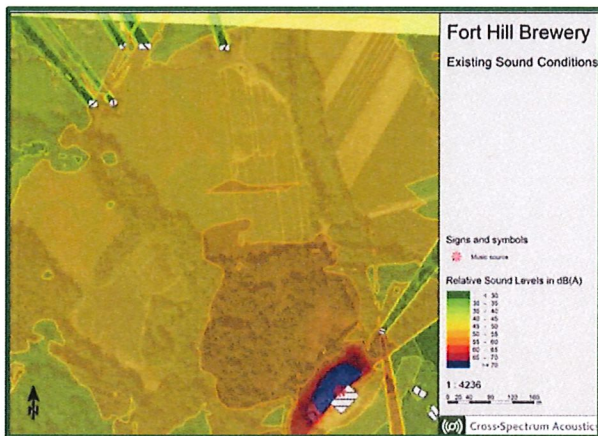
Member, Acoustical Society of America

Member, National Council of Acoustical Consultants

Mr. Singleton Featured Projects

Fort Hill Brewery Noise Assessment, Easthampton, MA

Mr. Singleton assessed noise levels from an existing outdoor live music stage. Live music from evening events were generating complaints from neighbors up to a half mile away from the stage. Mr. Singleton worked with the brewery to design a band shell to redirect live music emissions away from sensitive receptors, which would result in a noise reduction of up to 20 decibels at certain locations. Noise contours of future noise levels were presented to Town representatives as part of the permitting process. Mr. Singleton also designed and oversaw a live demonstration of the predicted noise reduction so that town officials and residents could experience the reductions first-hand.



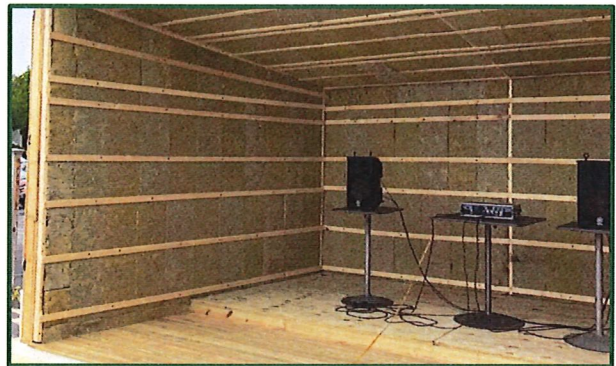
Run and Gun Ranch Noise Assessment, Norfolk, MA

Cross-Spectrum Acoustics was retained by a community group to assess noise from a Cowboy Mounted Shooting range that was disrupting a residential neighborhood. Mr. Singleton supervised measurements of shooting range activities, documented noise ordinance exceedances, and provided expert witness testimony in support of the community group in litigation.

Aviation Cooperative Research Project 02-51, Boston, MA

Mr. Singleton worked with a team of architects, engineers and consultants, examined various methods for determining the sound insulation performance of residential structures. The purpose of ACRP 02-51 was

to assess various sound insulation measurement methods to compare the effectiveness of each method and establish inaccuracies that might be inherent to a specific technique. Mr. Singleton contributed to a guidance manual that aids residential sound insulation programs in selecting efficient and accurate measurement procedures.



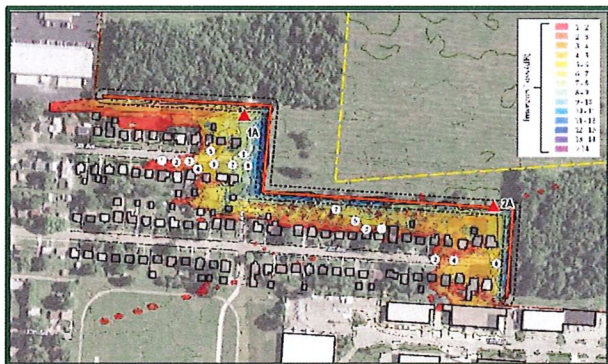
Representative Projects

- Turn it Down!, Branford MA, Brewery Live Event Noise Assessment
- Palmer Motorsports Park, Palmer MA, Race Track Noise Compliance Measurements and Expert Witness Testimony,
- Milestone Estates Condominium Association, Chelmsford, MA, Dog Kennel Noise Review and Public Meeting Testimony,
- Vermont Department of Public Safety, Deerfield VT, Deerfield Wind Farm Noise Compliance Measurements
- RB Enterprises, Palmer, MA, Gravel Pit Noise Assessment and Expert Witness Testimony
- Attorney Greil Roberts, Newington CT, Cyclone Dust Collector Noise Assessment,
- No Asphalt Defense Fund, Sheffield, CT, Gravel Pit Noise Assessment and Expert Witness Testimony
- Outdoor Shooting Range Noise Measurements and Expert Witness Testimony, Whispering Pines Campground, Newton NH
- F.L. Roberts Inc., Springfield, MA, Noise Measurements and Analyses for Proposed Car Washes,
- Chelmsford Housing Authority, Chelmsford, MA, Public Housing Chiller Noise Analysis and Mitigation Design

Timothy M. Johnson – Principal Associate

Timothy Johnson has 21 years of experience in environmental and community noise and vibration. His experience includes extensive acoustical measurements and noise and vibration modeling. He has managed studies for all types of acoustical projects throughout the country including transportation sources, wind and solar projects, racetracks, industrial and commercial facilities, architectural, and performance spaces. He is well versed in all the procedures and methodology for assessing and modeling noise and vibration from rail transit systems used by the U.S. Federal Transit Administration and Federal Railroad Administration. He has presented at numerous public meetings and conferences across the country.

Mr. Johnson specializes in noise measurements, analyses, and modeling. He has developed 3-dimensional models in urban and rural environments to predict noise levels, map noise propagation, and design mitigation measures.



Mr. Johnson’s acoustical modeling and computer program experience includes: SoundPLAN computer modeling for numerous types of environmental noise mapping projects; Noise and vibration modeling methodology in FTA “Transit Noise and Vibration Impact Assessment” and FRA “High-Speed Ground Transportation Noise and Vibration Impact Assessment” guidance manuals; FHWA Traffic Noise Model (TNM) highway noise modeling and noise barrier design; Building floor vibration modeling using FloorVibe program and AISC Steel Design Guide 11: Vibrations of Steel-Framed Structural Systems Due to Human Activity (2nd Ed.); EASE room acoustics modeling; and INSUL modeling to predict the sound insulation performance of building walls, floors, and ceilings. Drafting and mapping software experience includes AutoCAD and ESRI ArcGIS.

Employment History:

Cross-Spectrum Acoustics, Inc.

2021 to Present, Principal Associate

Wilson Ihrig

2015 to 2021, Senior Consultant

Harris Miller Miller & Hanson Inc.

2005 to 2015, Consultant/Senior Consultant

Boyce Nemeo Designs

2002 to 2005, Audiovisual Consultant

Education:

B.S. Mechanical Engineering with Acoustics Concentration, University of Hartford, CT – 2002

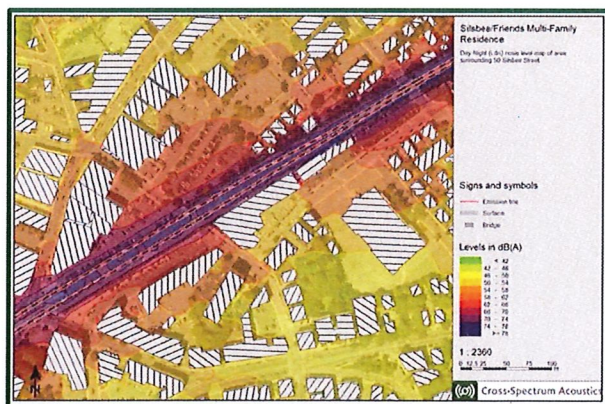
Registrations and Affiliations:

Registered Engineer in Training, MA
Institute of Noise Control Engineering
Acoustical Society of America, Member

Mr. Johnson Featured Projects

CMH Airport 13th Avenue Noise Wall/Berm Design Study, Columbus, OH

Mr. Johnson conducted an acoustical study and community noise mapping for CMH airport for the design of noise mitigation due to relocating a runway. The model incorporated aircraft takeoff noise on the relocated runway as it propagated through the adjacent neighborhood. A noise wall/berm combination modeled and designed to provide significant noise reduction in the neighborhood.



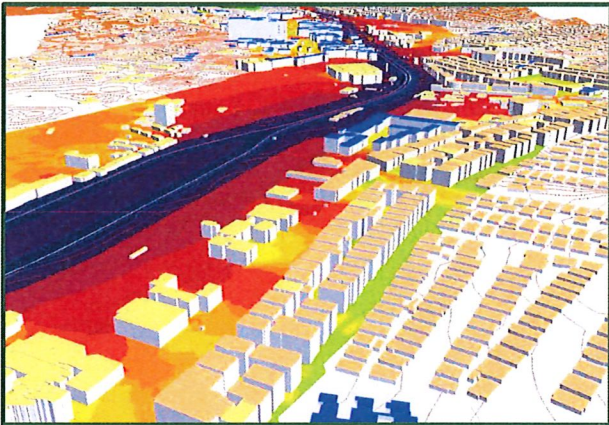
Cooper Park Race Track Noise Study, Columbus, OH

Mr. Johnson conducted a noise study and acoustical modeling for a planned race track in the city of Columbus, OH. An acoustical model was constructed

which incorporated the planned track and associated buildings, city roads and highways, surrounding neighborhoods, and terrain features. Noise mitigation measures were analyzed and modeled to show compliance with relevant criteria.

Solar Station Noise Studies, Warren/Turner/Buxton, ME

Mr. Johnson conducted noise studies and 3-dimensional noise modeling for multiple planned solar stations in Maine. Noise maps and noise contours were produced that showed predicted sound levels throughout large community areas from the development of the projects.



Representative Projects

- Witham Field Airport, Stuart, FL, Community Noise Measurements
- Tweed New Haven Airport Noise Barrier Feasibility Study, New Haven, CT, City Acoustical Modeling & Noise Contours
- General Mitchell International Airport Noise Barrier Study, Milwaukee, WI, City Acoustical Modeling & Noise Contours
- Los Angeles International Airport Ground Run-up Enclosure EA, Los Angeles, CA, City Acoustical Modeling & Noise Contours
- Orange County Tactical Training Range Noise Study, Orange County, NY, Community Noise Mapping
- Weymouth High School Wind Turbine Feasibility Noise Study, Weymouth, MA, Community Noise Mapping
- Calcium Carbonate Plant Noise Control, Florence, VT, Acoustical Modeling & Community Noise Contours
- Playa Grande Noise Barrier Study, Playa Grande, Dominican Republic, Acoustical Modeling & Noise Contours
- Baltimore Grand Prix Noise Study, Baltimore, MD, Acoustical Modeling & City Noise Contours
- Shenandoah Speedway Noise Study and Abatement Analysis, Shenandoah, VA, Acoustical Modeling & Community Noise Contours
- The Perelman at World Trade Center, New York, NY, Ground-borne Noise Assessment & Design
- South Florida Regional Transportation Authority (SFRTA) Tri-Rail Northern Layover/Maintenance Facility Environmental Assessment, West Palm Beach, FL, Noise & Vibration Assessment
- South Florida Regional Transportation Authority (SFRTA) Tri-Rail Existing Layover Facility Noise Study, West Palm Beach, FL, Noise Study
- Central Broward East-West Transit Study, Fort Lauderdale, FL, Noise & Vibration Assessment
- Miami Performing Arts Center (PAC), Miami, Florida, Audiovisual Design
- Schermerhorn Symphony Center, Nashville, TN, Audiovisual Design



David A. Towers, P.E., INCE Bd. Cert. – Principal Associate

Mr. Towers will serve as our Transit and Construction Noise Expert.

With over 45 years of experience as an acoustical consultant, David Towers has worked on projects in a variety of areas including environmental, industrial, and architectural noise and vibration control. He specializes in noise and vibration control for rail transportation systems and for construction projects. His activities in these fields have included measurements, acoustical design and specification, environmental assessments, and noise and vibration control development.

Mr. Towers has participated in a wide range of construction noise and vibration control projects in the U.S. including noise and vibration monitoring, environmental assessments, specification development and mitigation design. In these activities, he has provided consulting services to engineers, developers and planners, and to transportation agencies and public works agencies.



In addition, Mr. Towers has a wide range of rail transportation experience in the U.S. and abroad including noise control for vehicles and facilities, compliance tests, environmental assessments, construction noise and vibration control and community measurement programs. He is a co-author of two U.S. transportation agency guidance documents on noise and vibration impact assessment, including the Federal Transit Administration manual for transit projects and the Federal Railroad Administration manual for high-speed ground transportation projects.

Employment History:

Cross-Spectrum Acoustics, Inc.

2015 to Present, Principal

Harris Miller Miller & Hanson Inc.

1986 to 2015 Senior Consultant/Principal Consultant/Principal Engineer

Bolt Beranek and Newman Inc

1974-1986 Consultant/Senior Consultant

Bechtel Power Corporation

1973-1974 Assistant Engineer

Education:

M.S. Mechanical Engineering, Purdue University, West Lafayette, IN – 1973

B.S. Mechanical Engineering, Columbia University, New York, NY – 1972

B.A., Queens College (City University of New York), New York, NY – 1972

Registrations and Affiliations:

Professional Engineer, CA #M18912;

FL #PE26696;

MA #29317;

NY #067116-01;

NC #043050;

Fellow and Board Certified Member, Institute of Noise Control Engineering

Member, International Committee for the International Workshop on Railway Noise (IWRN)

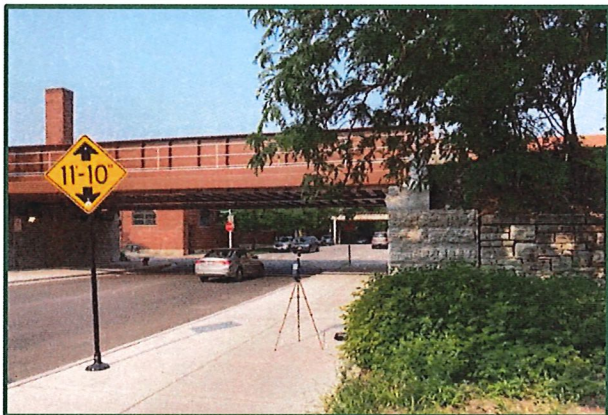
Mr. Towers Featured Projects

DART Cotton Belt Corridor

Detailed noise and vibration analyses were conducted as part of an environmental impact assessment for a commuter rail project in the Dallas, TX area. The project's primary purpose is to provide passenger rail connections and service along a 26-mile corridor traversing seven cities in the northern part of the Dallas Area Rapid Transit (DART) service area. Tasks for this project have included noise and vibration measurement surveys, development of noise and vibration prediction models for diesel multiple unit (DMU) trains, noise and vibration impact assessment, development of noise and vibration mitigation recommendations, preparation of technical reports and participation at public meetings and workshops.

Metra UP North Rebuild: Fullerton to Addison

A noise and vibration impact assessment was conducted for this project which consists of shifting the commuter rail track alignment and replacing retaining walls and eleven bridges over roadways along the Metra Union Pacific (UP) North Line in Chicago, IL. The project corridor passes through densely populated single-family and multi-family residential neighborhoods, and the proposed shift in the track alignment and new construction have the potential to result in both long-term operational and short-term construction noise and vibration effects. Therefore, a noise and vibration impact assessment was conducted in accordance with U.S. Federal Transit Administration (FTA) methodology and criteria guidelines as part of an environmental study leading to the preparation of a Documented Categorical Exclusion (DCE).



San Joaquin Joint Powers Authority ACE Forward Improvements Project

CSA is the noise and vibration consultant on the ACE Forward Improvements project, a complex project with multiple alternatives and options to improve and expand ACE commuter rail services from the Central Valley into the San Jose area. The work has included extensive noise and measurements and a detailed noise assessment for the project, including additional trains, new service options and connections with other transit operators in the area, an expanded operating area, grade-crossing noise and an assessment of maintenance facility operations. The current work on the project is focused on extensions of ACE service to Sacramento and to Modesto.



Representative Projects

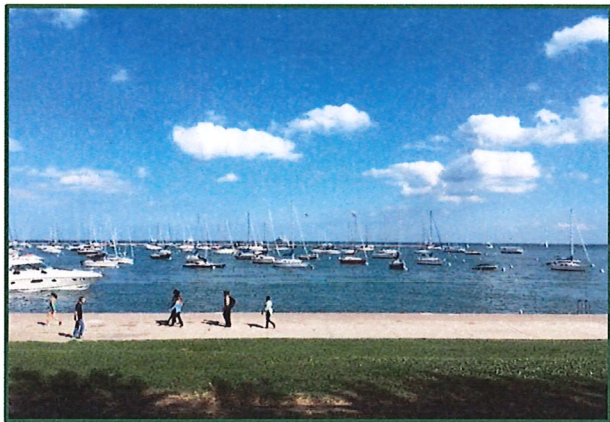
- Noise and Vibration Assessment for FRA Tier 1 EIS, Washington, DC to Boston, MA, NEC FUTURE Project
- Noise and Vibration Study, MARTA, Decatur, GA, MARTA East Line Sycamore Street
- Noise and Vibration Assessment, Pinellas County, FL, Pinellas Alternatives Analysis
- Noise and Vibration Impact Assessment, Fort Worth Transportation Authority TX, TEX Rail EIS
- Acoustical Design Review, Hong Kong, Hong Kong Mass Transit Railway Kowloon Southern Link Extension
- Construction noise monitoring, South Boston, MA, Massport Conley Terminal Improvements
- Construction noise and vibration control services, Washington, DC, DC Water Cross-Town Tunnel Rehabilitation Project,
- Construction noise control review services, Boston, MA, MWRA East Boston Combined Sewer Outfall Project
- On-call construction noise and vibration control services, Boston, MA, Central Artery/Third Harbor Tunnel ("Big Dig") Project

2. APPROACH TO SCOPE OF WORK

The RFP identifies an overall scope of work to aid the City in developing standards for measuring and enforcement sound limits. The sound standard is to be based, in part, on existing sound levels which will be characterized using noise contours. We interpret this to mean that the city wants to develop noise control standards that are compatible with City activities but also reflect residents' desire for peaceful enjoyment of their property.

Our approach, based on the RFP scope of services and our experience, would be as follows:

- **Review City's Municipal Code:** this review would be used to acquaint ourselves with the current approach to noise control and zoning. This review would include coordination with City staff to determine past approaches, complaint tracking processes, stakeholder concerns, comprehension of current code, difficulties with the current ordinance, and desired outcomes.



- **Conduct Citywide Analysis of Sound Activity:** This task would include fieldwork to observe and measure noise levels at locations around the city. Part of this work is identifying all of the various sound sources in the downtown and Special Entertainment District, as well as other parts of the City. Potential sound sources include amplified and acoustic music, traffic, railways, mechanical equipment, crowds, and animals. These sources might be fixed in place, temporary, or moving. Some sources, such as music in restaurants, or church bells might be deemed more desirable than others. All sources would be noted and categorized by type and generalized location.

The observations and data from the visit would be used to generate a noise map of the city, with a focus on the downtown and entertainment districts. The noise map would use sound level contours to provide a graphical representation of existing conditions and existing noise levels. The noise map will include contributions from entertainment, transportation, commercial and industrial sources. The noise map can also be used to prioritize noise control efforts. This task assumes City staff can assist in identifying land use.

The noise map and noise contours would be generated using SoundPLAN noise prediction software. SoundPLAN implements outdoor acoustical prediction algorithms based on the ISO 9613-2 noise prediction standard and is in wide use by professionals around the world on a variety of acoustical assessments. Other noise prediction methodology based on Federal Highway Administration, Federal Transit Administration and other standards may be used to supplement SoundPLAN.



- **Recommendations to eliminate ambiguity in enforcing sound level limits:** This task would rely on CSA experience in developing and enforcing sound level limits. We would discuss current enforcement procedures and impediments with city staff. If possible, we would also research the effect of enforcement of stakeholders. We would also compare these findings with processes and outcomes in other jurisdictions. The output



of this task will likely include recommendations for equipment settings, documentation, measurement durations, measurement locations, and specific sound level metrics. There may also be recommendations regarding training for enforcement personnel.

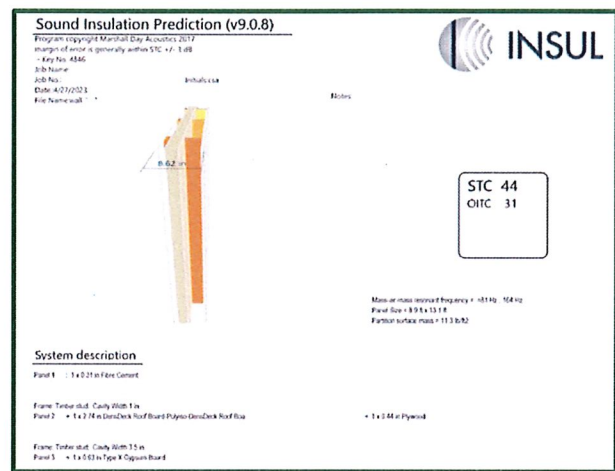
- **Establishing an objective measure for overall sound and low-frequency sound limits:** This task would rely on CSA experience in setting sound limits. This would involve discussion with stakeholders and review of precedents. Our experience has shown that measuring sound levels using sound level meters is not always straightforward, especially when measuring low-frequency noise in the presence of background low-frequency noise sources (such as traffic or ocean waves). It is likely that a combination of appropriate limits and appropriate measurement procedures (or even the addition of a “plainly audible” standard) will be required to implement a useful process.

The results from this work will be used to recommend updates to the City noise ordinance. The current ordinance provides limits based on A-weighted, C-weighted and Z-weighted sound pressure levels – in addition to the sound level limits, a “plainly audible” standard might be useful for assessing transient sources.

- **Recommending objective performance standards to account for existing noise conditions:** It is important that the City noise ordinance reflect the soundscape and character of the city and its neighborhoods. Residents generally want access to peace and quiet. An urban environment typically has multiple noise sources (traffic, mechanical equipment, entertainment venues, etc.) as part of everyday commerce. A noise ordinance should be flexible enough to permit the use of reasonable noise-generating sources (quiet air conditioning units for example). We intend to apply our experience in developing and refining relative noise limits (“relative” meaning a comparison to ambient noise levels, as opposed to absolute limits) for Federal Transit Administration and other jurisdictions.

- **Provide mitigation recommendations:** CSA has a wealth of experience in recommending and designing noise mitigation measures, including

sound reduction measures at the source, path and receiver. We will apply this experience to recommend cost-effective mitigation measures as necessary. Mitigation recommendations can range from audio amplifier setting limits to sound insulation measures such as multi-pane windows and solid doors. Consideration will be made for planned conversions of commercial space to living space, and mixed-used buildings.



The approach described above is based upon the statement of work in the RFP and assumes that the statement of work reflects the desired outcome of the study. The list of services in the RFP identifies three tasks all related to measurement of and enforcement of sound levels in the city. Although the tasks are listed separately, there is overlap between the work and outcomes. As such, we would approach the tasks in coordination with one another.

The work would be completed over a period of approximately 4 months as detailed in Section 3.



3. PROJECT SCHEDULE

CSA staff projected workload through the fourth quarter of 2023 and into 2024 is approximately 50%. The budget assumes 476 total staff hours to be worked on this study. This fits comfortably into projected key staff availability of approximately 3,000 hours and total staff availability of approximately 11,000 hours.

The schedule of tasks, based on calendar days after receipt of Notice to Proceed (NTP), is presented in the table below. Note that the itemized tasks in the table differ slightly from the itemized tasks in section 2 due to the overlap and/or sequential nature of some of those tasks.

# of Calendar Days after NTP	Task
14 days (2 weeks)	<p>Begin review of municipal code and coordination with city staff</p> <p>Begin research into noise control issues faced by Fort Pierce</p> <p>Begin review of noise ordinances of other jurisdictions</p>
28 days (4 weeks)	<p>Travel to Fort Pierce to tour city, conduct spot measurements and communicate with City staff and stakeholders.</p> <p>Start developing acoustical model for city-wide noise map</p> <p>Start assessment of criteria for overall sound and low-frequency sound limits</p>
35 days (5 weeks)	<p>Complete noise code review and produce memorandum summarizing code, issues, and future objectives, and approaches of other municipalities.</p> <p>Start analyzing measurement data and characterizing existing noise sources</p>

# of Calendar Days after NTP	Task
49 days (7 Weeks)	<p>Produce preliminary noise maps, validate maps against measurement data</p> <p>Travel to Fort Pierce to collect additional data and observations needed to complete noise map</p>
56 days (8 weeks)	Based on preliminary noise maps, develop processes to reduce ambiguity in sound level enforcement, to produce objective limits for overall sound and low-frequency sound limits, and
70 days (10 weeks)	<p>Finalize noise maps.</p> <p>Submit draft memorandum of recommendations to eliminate ambiguity in enforcing sound level limits, setting sound and low-frequency sound limits and setting objective performance standards to account for ambient noise in sound level limits.</p>
14 days after receipt of comments from draft memo	Finalize memorandum of recommendations that incorporate City comments and final noise maps.
84 days (12 weeks)	Assess sound mitigation recommendations in coordination with City Staff.
91 days (13 weeks)	Submit draft mitigation recommendations memorandum for comment
14 days after receipt of comments from draft mitigation memo	Finalize memorandum of mitigation recommendations that incorporate City comments and final noise maps.
TBD	Present findings to City and/or Public at in-person meeting
Ongoing	Submit progress reports, meet with City officials and/or stakeholders via video conference, additional services requested by City.

The project assumes three trips to the city of Fort Pierce:

- One one-week trip for two CSA staff within 28 days of NTP to meet with officials, tour the city, note sound sources, and measure sound levels from various sources.
- One two-day trip for a single CSA consultant at 57 days after NTP to collect data to refine noise map.
- One two-day trip for a single CSA consultant to present findings to City staff and/or to the public.

This proposal assumes that other communications with City staff will occur via email, telephone or video conferencing. CSA utilizes Microsoft Teams for telephone and video conferencing, and we can setup meetings if desired.



3.1. QUALITY ASSURANCE

CSA has developed a quality assurance/quality control (QA/QC) policy to ensure that work product developed, produced and disseminated by CSA staff meet the accuracy and precision requirements of our clients and the public. The CSA QA/QC policy is consistent with ISO 9001 requirements and is recorded in a 15-page document available to CSA staff and clients. This document is updated as needed. The CSA QA/QC policy has been submitted to multiple state agencies as part of project on-boarding requirements and has been accepted by all.

We understand that the work for this study is important to the City and its residents. As such it is vital

that the work be completed efficiently and on schedule. CSA has qualities and processes that will enable us to meet project goals in an efficient manner:

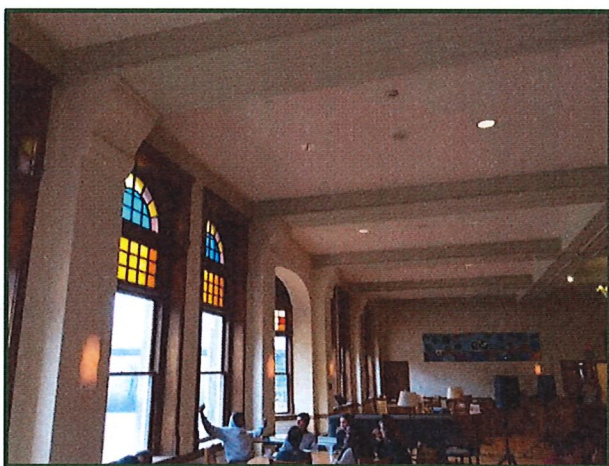
- All work products are reviewed by Principals prior to dissemination to ensure the consistency of our analysis and the accuracy of modeling.
- CSA has multiple qualified associates that can be brought in as needed to substitute or supplement staff to keep projects on schedule. CSA internal practices require that Project Manager, Principals and staff have an understanding of the overall project to limit disruptions if personnel are unavailable. Note that Key staff will not be substituted without approval from the City.
- CSA has an extensive array of in-house equipment and software to conduct detailed analysis without having to rent equipment which reduces project costs and delays.
- Our billing system is manual with strict oversight of employee timesheets and expense billing to provide accurate accounting of project costs. This allows us to more carefully manage budget and send accurate invoices in a timely fashion.
- If requested, CSA can submit progress reports and fieldwork plans for City approval to ensure the project is proceeding as planned.



Fieldwork will be conducted in accordance with appropriate technical standards, engineering best practices, and the CSA QA/QC policy. Field measurement planning will include the assignment of a fieldwork manager as a point-of-contact and to plan the work. CSA will work with the City to obtain right-of-entry letters or other documentation required to conduct the

work. Our instrumentation meets American National Standards Institute standards for precision measurement equipment and our instruments are calibrateded by a laboratory traceable to the National Institute of Standards and Technology (NIST).

Data analysis is conducted in the CSA laboratory using off-the-shelf computer programs such as SoundPLAN and MATLAB or using custom CSA software. In-house software has undergone rigorous review to ensure that results meet the requirements of applicable standards. Abnormal results are confirmed using alternate methods.



Project deliverables will be reviewed internally in accordance with the CSA QA/QC policy prior to distribution. Internal reviews will include checks for technical content, technical calculations, comprehension, project objectives, and outcomes.

CSA is a member of the National Council of Acoustical Consultants (NCAC) and as such we are bound by the NCAC Canon of Ethics to uphold the objectivity of our analysis, to hold the health and welfare of the public and client in the performance of our duties, to perform services in the areas of our expertise, to act professionally, and to represent our projects and clients in an objective manner. CSA carries General Liability, Professional Liability (Errors and Omissions), Automobile Liability, and Workers' Compensation Insurance policies in accordance with standard practice and individual contract requirements. Proof of insurance is provided upon request.

4. PROJECT BUDGET

The overall project budget for this study is **\$83,314**. This budget is based upon CSA’s fully-burdened labor rates (\$135/hour for Associates, \$160 for Senior Associates and \$185/hour for Principal Associates), U.S. General Services Administration (GSA) Fiscal Year 2024 rates for per diem and lodging, and actual travel costs.

The breakdown by task as itemized in Section 2 is presented in the table below.

Task	Associate, \$135/hr.	Principal, \$185/hr.	Cost
Labor			
Review Municipal Code	--	4 hours	\$740
Citywide sound analysis, incl. travel	84 hours	56 hours	\$21,700
Noise mapping, incl. travel	40 hours	120 hours	\$27,600
Recommendations to eliminate enforcement ambiguities	16 hours	16 hours	\$5,120
Establish objective measures for sound limits	8 hours	16 hours	\$4,040
Recommend objective performance standards based on ambient noise	8 hours	16 hours	\$4,040
Provide mitigation recommendations	24 hours	16 hours	\$6,200
Meetings (in-person and video conference)	--	40 hours	\$7,400
Expenses			
Airfare for Trip 1		\$700	\$700
Lodging for Trip 1	\$535	\$535	\$1,070
Rental car for Trip 1	\$300	\$300	\$600
Per diem for Trip 1	\$295	\$295	\$590
Parking, shipping & misc.			\$1,000
Airfare for Trip 1		\$400	\$400
Lodging for Trip 1		\$214	\$214
Rental car for Trip 1		\$200	\$200
Per diem for Trip 1		\$118	\$118
Parking & misc.			\$500
Airfare for Trip 1		\$400	\$400
Lodging for Trip 1		\$214	\$214
Rental car for Trip 1		\$200	\$200
Per diem for Trip 1		\$118	\$118
Parking & misc.			\$150
Total			\$83,314

The budget in this proposal is based upon the tasks outlined in the RFP. The budget does not include costs for “additional services” as listed in the RFP. A supplemental budget for those services can be submitted once those tasks are detailed. We can also bill for those services on a Time and Materials (T&M) basis upon written request.



The budget can be expanded or reduced to accommodate City resources and scope. For example, eliminating or greatly reducing the noise mapping scope would reduce the overall budget by almost 50 percent. Alternatively, generating noise contours for certain areas of the city or specific neighborhoods (as opposed to citywide efforts) could also significantly reduce costs. Reducing the precision of noise contour to only account for the most significant sources (most likely to be transportation and fixed amplified music sources) would also reduce costs. We are willing to revisit the scope with the City to provide an appropriate budget estimate.

We have found that the best way to keep projects on track is to have smooth collaboration with client. CSA will keep client up to date with progress or nonconformities. CSA will be available during eastern time zone working periods to respond to client concerns.

5. REFERENCES

In addition to the experience described in Section 1.1, we have listed a sampling of CSA projects below to show the breadth of projects that CSA has worked on.

East Greenwich Noise Ordinance Update

CSA worked with the Town of East Greenwich to update the town noise ordinance. The water front area of the Town is an active entertainment district with multiple restaurants offering outdoor live music during warm weather months. These establishments have been subject to noise complaints from nearby residents. The Town implemented a noise ordinance that applied exclusively to the entertainment district. This new ordinance set limits based on A-Weighted and C-Weighted sound metrics. The limits proved difficult to enforce due to low-frequency background limits. In addition, one establishment challenged the ordinance based on constitutional grounds because it only applied to a section of the Town. Mr. Singleton provided guidance to the town on revisions to the ordinance that reduced the enforcement burden on the Town while providing the flexibility to enforce low-frequency sound limits and overall sound limits.

Client Name	Town of East Greenwich, RI
Client Contact	Andrew M. Teitz, Esq
Contact Information	zoning@utrlaw.com (401) 331-2222
Year	2021-2023
Budget/Cost	Time & Materials / \$3,513



Dartmouth Indoor Practice Facility Compliance Measurements

CSA was retained by the Town of Hanover, NH to aid in the assessment of noise from the Dartmouth Indoor Practice Facility (IPF) during the pre-construction permitting process and then after the facility was constructed. CSA conducted a series of measurements before the facility was built and used the data to help the Town develop noise limits for the project. CSA later performed measurements after the facility was built to characterize noise from the HVAC and sound reinforcement systems, and to determine compliance with the Town limits. CSA coordinated with the IPF designers to identify situations where the facility was not in compliance with limits. The designers were able to correct deficiencies and bring the IPF into compliance with Town requirements.

Client Name	Town of Hanover, NH
Client Contact	Vicki Smith
Contact Information	Vicki.smith@hanovernh.org (603) 640-3214
Year	2016-2020
Budget/Cost	\$22,045 / \$11,063

New Haven HVDC Converter Station

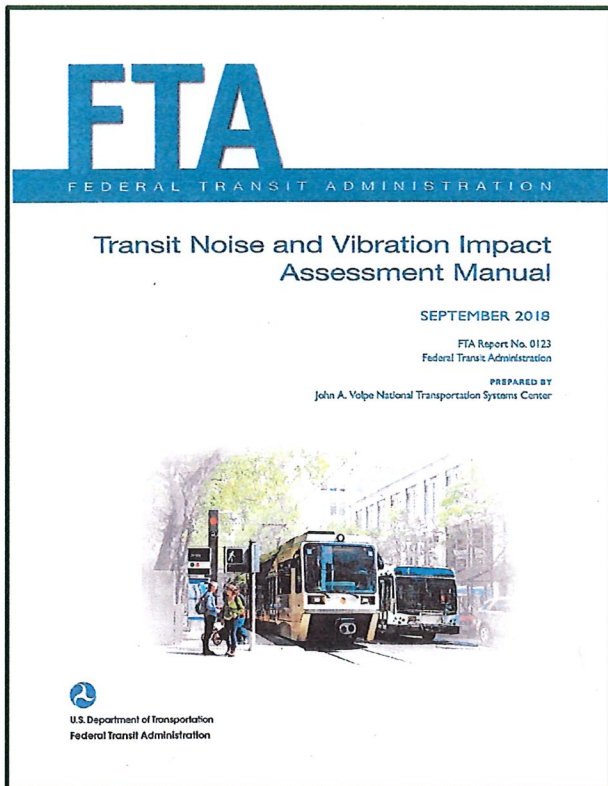
CSA was retained by the Town of New Haven, VT to assess existing noise conditions at residences near the location of a proposed High-Voltage Direct Current (HVDC) converter station. CSA conducted long-term noise and meteorological measurements at six locations over a 10-day period to characterize noise levels at residences. The measurement results were used to recommend noise limits and compliance goals for the project. The results were presented at a public meeting to residences and a computerized audibility demonstration was provided to help contextualize noise levels from the project.

Client Name	Town of New Haven, VT
Client Contact	Cindy Hill, Hill Attorney PLLC
Contact Information	lawyerhill@yahoo.com (802) 388-1664
Years	2016-2017
Budget/Cost	\$10,000 + T&M / \$22,503



FTA Guidance Manual

Cross-Spectrum Acoustics Inc. (CSA) staff has been working with the FTA on their noise and vibration guidance for decades. Lance Meister and Dave Towers of CSA are authors of the 2006 version of the Federal Transit Administration’s (FTA) guidance manual “Transit Noise and Vibration Impact Assessment,” which is used by consultants in preparing environmental assessments for transit projects and by agency staff for evaluating the impacts of projects.



Cross-Spectrum Acoustics Inc. (CSA) staff has been working with the FTA on their noise and vibration guidance for decades. Mr. Herb Singleton in one of the authors on the 2018 update of the manual, which includes new noise sources, revised guidance and policy on mitigation, and clarifications to assessment methodologies for combined highway/transit projects.

CSA staff have utilized the methodology in the FTA’s guidance manual on over 500 projects throughout the country, including: light rail transit (LRT), bus rapid transit (BRT), streetcar, heavy rail, commuter rail, inter-city and high-speed rail, and freight rail systems.

Client Name	Federal Transit Administration
Client Contact	Antoinette Quagliata, Manager Sustainability Services, Dewberry (formerly FTA)
Contact Information	aquagliata@dewberry.com (973) 576-9653
Years	2006, Guidance Manual 2018 Update
Budget/Cost	\$12,000 / \$12,000

National Transit Institute Training Course

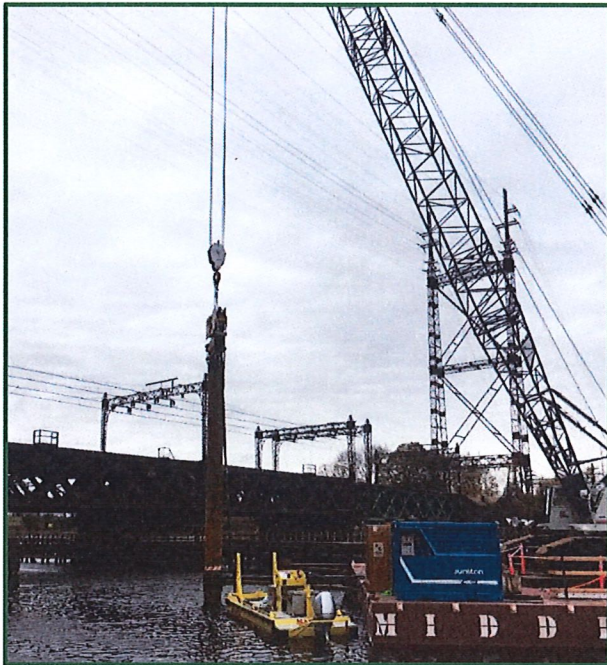
CSA teaches the National Transit Institute/Federal Transit Administration noise and vibration impact assessment training courses at locations around the country. Our staff has been teaching these courses for over 12 years, with the most recent courses in Phoenix AZ and New York NY in fall 2019, Chicago IL in winter 2019, and Washington D.C. in spring 2017. The three-day course, sponsored by the National Transit Institute, covers the entire noise and vibration guidance manual, including screening, general and detailed assessments for noise and vibration, along with information on mitigation measures and construction noise and vibration. CSA staff have taught over 400 students, including consultants, state DOT, transit agency, and FTA regional and headquarters staff.

Client Name	Federal Transit Administration
Client Contact	Dee Phan
Contact Information	Dee.phan@dot.gov (202) 366-1799
Years	2014-Present
Budget/Cost	Time & Materials / ~\$15,000 per course



Walk Bridge Replacement Program

The Connecticut Department of Transportation (CTDOT) initiated the Walk Bridge Program to replace the 122-year-old deteriorating railroad bridge that crosses the Norwalk River in Norwalk, CT.



As part of this program, CSA has been providing a wide variety of construction noise and vibration services to CTDOT including:

- Pre-construction background noise and vibration monitoring at sensitive locations near the proposed construction sites
- Pre-construction noise and vibration measurements of test pile driving and sheet driving operations (see above photograph)
- Preparation of construction noise and vibration control specifications
- Preparation of construction noise and vibration control plans

Client Name	WSP USA
Client Contact	Marilee Beebe, P.E.
Contact Information	marilee.beebe@wsp.com (203) 785-0456
Years	2018-Present
Budget/Cost	\$314,500 / \$270,721

Lumber Yard Housing Development

CSA conducted an assessment of existing noise and vibration levels at the site of the proposed Lumber Yard Development apartment complex in Northampton, Massachusetts to determine if the site meets Federal noise and vibration guidelines for residential use. The site abuts an existing freight right-of-way and there was concern that noise and vibration generated by freight and intercity trains might exceed applicable limits. Under Mr. Singleton’s supervision, CSA conducted long-term noise and vibration measurements at the site to collected relevant metrics. CSA recommended specific changes to the architectural design to ensure that interior noise and vibration levels would be acceptable to future residents. The complex opened in 2019 and has received positive reviews from tenants.




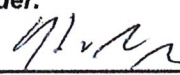
Client Name	Valley Community Development Corporation
Client Contact	Joanne Campbell, Director
Contact Information	jc@valleycdc.com (413) 586-5855
Years	2016
Budget/Cost	\$3,535 / \$3,510



6. REQUIRED FORMS

Required forms attached:

- Signature/Title Page
- City of Fort Pierce Proposer's Checklist
- Drug-Free Workplace Form
- RFQ Addendum #1 & Signature Form
- Certificate of Insurance

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 MAIL TO: City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	<p style="text-align: center;">CITY OF FORT PIERCE</p>  <p style="text-align: center;">REQUEST FOR QUALIFICATIONS and QUALIFICATIONS ACKNOWLEDGMENT</p>
Bid Writer: LaTonya Hubbard, 772-467- 3102	RFQ No: 2023-055
Pre-Proposal Conference Date: N/A	RFP Title: NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES
Pre-Proposal Location: N/A	RFP Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
RFQ Due Date & Time: 3:00 PM, MONDAY, AUGUST 28, 2023	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: Cross-Spectrum Acoustics, Inc. ----- Mailing Address: 200 North Main St, Suite 17 ----- ----- -----	<i>I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.</i> X  Authorized Signature (Manual)
City, State, Zip Code: East Longmeadow, MA 01028	Typed or Printed Name: Herbert Singleton Jr
Type of Entity (Select one): Corporation <input checked="" type="checkbox"/> <u> X </u> Partnership <input type="checkbox"/> _____ Proprietorship <input type="checkbox"/> _____	Title: President
Incorporated in the State of: MA Year: 2011	Delivery in <u> 105/TBD </u> days, ARO
Phone Number: (413) 315-5770	Payment Terms: Net 30 Days
Fax Number: (413) 315-5770	FEIN or SS Number: 45-3091315
E-Mail Address: info@csacoustics.com	Local Business: <input type="checkbox"/> Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N MWBE: <input type="checkbox"/> Y <input checked="" type="checkbox"/> X <input type="checkbox"/> N
Bid Security is attached, when required, in the amount of \$ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	



THE SUNRISE CITY
PURCHASING
DEPARTMENT

FORT PIERCE
Florida

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that
Cross-Spectrum Acoustics, Inc. does:
(Name 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 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 proposed a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the 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 employees 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

August 28, 2023

Date



CITY FORT PIERCE

NOISE, ACOUSTIC, AND SOUND CONSULTING SERVICES

RFQ NO. 2023-055

ADDENDUM NO. 1

The purpose of this addendum is to respond to questions submitted by potential proposers for clarification of the specifications.

1. **QUESTION:** “Conducting an analysis of sound activity citywide” implies the desire to perform sound measurements throughout the city. To that end, do you have a map showing the exact limits of where you want such a survey to take place?

ANSWER: **Map is attached.**

2. **QUESTION:** Note that for a sound survey to be most informative, it would be best to deploy instrumentation for a number of days, if not weeks. Such equipment would need to be mounted and secured to safe structures such that they are not damaged. Would the city take a role in identifying those locations as well as facilitating with deployment and retrieval of the equipment?

ANSWER: **Yes**

3. **QUESTION:** We could provide only general guidelines “regarding soundproofing or other noise-reducing solutions for residential and commercial establishments impacted by amplified sound or outdoor entertainment” as part of our deliverable for this project but specific recommendations would need to be made on a case-by-case basis. Given we do not know the specifics of each venue or residential property, specific recommendations could only be given as an additional service beyond the scope of our proposal. Is this amenable to the city?

ANSWER: **I cannot confirm or deny that the City will be agreeable. This proposal is configured as per the proposer’s discretion.**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature:  _____ Manual

Signature: _____ Herbert Singleton Jr
Typed or Printed

Company Name: _____ Cross-Spectrum Acoustics, Inc.

Address: _____ 200 North Main St, Suite 17
_____ East Longmeadow, MA 01028

Date: _____ August 28, 2023

/lh

Attachment: City Commissioner's District Map

**NOISE, ACOUSTIC, AND SOUND
CONSULTING SERVICES**

EXHIBIT "C"

AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR OR SERVICES



EXHIBIT "C"

AFFIDAVIT REGARDING THE USE OF COERCION
FOR LABOR OR SERVICES

Vendor name: Cross-Spectrum Acoustics, Inc.

Authorized Representative's Name and Title: Herbert Singleton Jr, President

Address: 200 North Main Street, Suite 17

City: East Longmeadow State: MA Zip Code: 01028

Phone Number: (413) 315-5770 Email Address: hsingleton@csacoustics.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By:  Herbert Singleton Jr, President 1/27/2024
Authorized Signature Printed Name and Title Date

STATE OF ^{Minnesota} ~~FLORIDA~~
COUNTY OF Hennepin

Sworn (or affirmed) and subscribed before me by means of physical presence or online notarizati

this 27th day of January, 2025 by Herbert Singleton Jr, who is

personally known or
 produced identification (ID produced: Drivers License).

Notary Public Signature: [Signature] (Seal)

Print Name: Isalah Smith My Commission Expires: 01/31/2028

