

MASTER CONSULTING AGREEMENT

THIS AGREEMENT is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County (the “County”), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida 33830, Rummel, Klepper and Kahl, LLP (the “Consultant”) a Maryland limited liability partnership, located at 402 South Kentucky Avenue, Suite 400, Lakeland, Florida 33801, and whose Federal Employer Identification Number is 52-0599112.

WHEREAS, County owns and operates a variety of public facilities and improvements; and,

WHEREAS, County requires certain professional services in connection with the planning, design, permitting, and construction phase engineering services for water, wastewater, and reclaim water facilities and professional services to support regulatory permitting, planning, and compliance for the County’s potable water, wastewater, and reclaim water systems; and

WHEREAS, the County has solicited for these services via RFP 23-448, an advertised request for proposals (the “RFP”), and has received numerous responsive proposals thereto; and

WHEREAS, pursuant to the RFP, the County has selected the Consultant and the Consultant remains agreeable to providing the County the professional services described herein, and the Consultant represents that it is capable and prepared to do so according to the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the parties hereby agree, as follows:

1.0 Term

1.1 This Agreement shall take effect on the date of its execution by the County (the “Effective Date”).

1.2 The term of this Agreement shall be for a five (5) year time period, commencing upon the Effective Date and remaining in full force and effect thereafter, unless otherwise sooner terminated as provided herein.

2.0 Services to Be Performed by Consultant

2.1 Consultant shall perform the services as generally described in (i) the County’s Request for Proposals RFP 23-448, to include all attachments and addenda, and (ii) the Consultant’s responsive proposal thereto (collectively, (i) and (ii) are “RFP 23-448”) all of which are incorporated into

this Agreement by this reference, attached hereto as a composite Exhibit “A” and made a part of this Agreement, and as may be further specifically designated and authorized by the County, in writing (collectively, the “Services”). Such authorization will be referred to as a Consultant Services Authorization (“CSA”) or a Contract Purchase Order (“CPO”) and all provisions of this Agreement apply to the CSA/CPO with full force and effect as if appearing in full within each CSA/CPO. Each CSA/CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution.

2.2 The Consultant is not authorized to undertake any project without a duly executed CSA/CPO, which shall specify the work to be performed and the time to be completed. Consultant recognizes that the County may employ several different consultants to perform the work described and that the Consultant has not been employed as the exclusive agent to perform any such services.

2.3 When the Consultant and the County enter into a CSA/CPO where the term of the CSA/CPO expires on a date that is later than the date that the Master Consulting Agreement (MCA) expires, the Consultant and the County agree that the terms of the MCA and any amendments, attachments or provisions thereof are automatically extended until the expiration (including any extension or amendment thereto) or full completion of the requirements of the CSA/CPO have been performed. Cancellation by the County of any remaining work prior to the full completion of the requirements of the CSA/CPO shall cause the terms of the MCA to terminate at the same time. This provision only applies when the expiration of the CSA/CPO extends beyond the expiration of the MCA. It does not apply when a CSA/CPO expires or is cancelled prior to the expiration of the MCA.

3.0 Compensation

3.1 General

3.1.1 The County shall pay Consultant in accordance with Exhibit “B”, "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.2 Upon the mutual agreement of the parties, the Fee Schedule, as set out in Exhibit "B" may be adjusted by a written Amendment to the Master Consulting Agreement annually beginning one year from the Effective Date of this Agreement. Such amendment must be executed by both parties and shall operate prospectively only and shall not alter fee schedules for CSA's/CPO's in effect at the time of the amendment.

3.1.3 Compensation may be negotiated as a not to exceed price or a lump sum amount on a per-project basis, on each individual CSA/CPO.

3.1.4 In the event a not to exceed price is negotiated, compensation shall be billed and paid based on and in accordance with the Hourly Rate Schedule attached hereto and incorporated herein as Exhibit "B". The Hourly Rate Schedule identifies all job classifications which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services.

3.1.5 Invoices must reference the applicable CSA/CPO number, using an invoice form approved by the County Auditor.

3.1.6 Each individual invoice shall be due and payable forty-five (45) days after receipt by the County of correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered, as applicable based on the particular project:

Polk County Utilities Division
P.O. Box 9005, UT01
Bartow, FL 33830
Attention: Director

3.1.7 In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County. This certifies that all services have been properly performed and all charges and costs have been invoiced to the County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Consultant.

3.1.8 Payment of the final invoice shall not constitute evidence of the County's acceptance of the work

3.1.9 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by County and, if so requested, shall be furnished by Consultant to County Auditor's satisfaction.

3.1.10 By submission of an invoice, the project manager or designated payroll officer is deemed to be attesting to the correctness and accuracy of time charges and requested reimbursements.

3.1.11 Pursuant to Section 3.1.4, if a not to exceed fee is negotiated, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Alternatively, if a lump sum amount is negotiated, invoices shall be made upon the completion of each phase of the work in proportion to the Services performed, as specifically set forth in the applicable CSA or CPO. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction.

3.2 Reimbursable

3.2.1 All requests for payment of out-of-pocket expenses eligible for reimbursement per the negotiated CPO or CSA shall be reimbursed in accordance with the County's Reimbursable Schedule, Exhibit "C", and include copies of paid receipts, invoices or other documentation acceptable to the County's Auditor. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Agreement, CSA, or CPO.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses incurred directly in connection with the applicable CSA or CPO, and include:

Sub-Consultant
Special Consultants

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with F.S. 112.061 and County policy for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line).

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the County upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Polk County Utilities Division offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

3.2.5 Consultant shall maintain a current inventory of all such assets.

4.0 Insurance

4.1 General Provisions

4.1.1 Consultant shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the County with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the County to evidence such coverage before any work commences.

4.1.2 The County shall be named as an additional insured on all Consultant policies related to the project, excluding professional liability and worker's compensation. The Commercial General Liability and Worker's Compensation Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and financial size category of VIII.

4.1.3 The Consultant's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the County.

4.1.4 If there is any failure by the Consultant to comply with the provisions of this section, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance.

4.1.5 County may, at its sole discretion, purchase such insurance at Consultant's expense provided that the County shall have no obligation to do so and if the County shall do so, it shall not relieve Consultant of its obligation to obtain insurance.

4.1.6 The Consultant shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All Consultant's subconsultants shall be required to include County and Consultant as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subconsultants used by the Consultant do not have insurance, or do not meet the insurance limits, Consultant shall indemnify and hold harmless the County for any claim in excess of the subconsultants' insurance coverage.

4.1.9 The Consultant shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the County.

4.2 Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles.

4.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

4.3.1 Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

4.3.2 Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm)

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense

coverage obligations.

4.5 Professional Liability Insurance. \$2,000,000.00 for design errors and omissions, inclusive of defense costs. The Consultant shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. Insurance requirements may vary depending on projects as determined by the County Director of Risk Management and Insurance. The County may require the Consultant to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. The Consultant shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the CSA or CPO for the project.

4.7 Worker's Compensation. The Consultant shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

5.0 Standard of Care

5.1 The Consultant has represented to the County that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 The Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 The Consultant shall, at no additional cost to County, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The Consultant warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 Indemnification

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, County and Consultant agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 The Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold the County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of the Consultant to comply with applicable laws, rules or regulations, (ii) the breach by the Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of the Consultant, its professional associates, its subcontractors, agents, and employees provided, however, that the Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

6.2.2 The County review, comment, and observation of the Consultant's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 The Consultant agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for Consultant's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations, and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if this Agreement were in full force and effect.

7.0 Independent Contractor

7.1 The Consultant undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 The County shall have no right to supervise the methods used, but the County shall have the right to observe such performance.

7.3 The Consultant shall work closely with County in performing Services under this Agreement.

7.4 The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness and shall have no right to speak for or bind the County in any manner.

7.5 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.

8.0 Authority to Practice

8.1 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 times conduct its business activities in a reputable manner.

9.0 Public Records Law

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Contractor acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise 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 term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4) upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon

completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

**RECORDS MANAGEMENT LIAISON OFFICER
POLK COUNTY
330 WEST CHURCH ST.
BARTOW, FL 33830
TELEPHONE: (863) 534-7527
EMAIL: RMLO@POLK-COUNTY.NET**

10.0 Compliance with Laws

10.1 In performance of the Services, Consultant shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards, including those now in effect and hereafter adopted.

11.0 Subcontracting

11.1 The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

11.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subcontractor by the County. Failure of a subcontractor to timely or properly perform its obligations shall not relieve the Consultant of its obligations hereunder.

12.0 Federal and State Taxes

12.1 The County is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the County will provide an exemption certificate to Consultant. The Consultant shall not be

exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the County, nor shall the Consultant be authorized to use the County's Tax Exemption Number in securing such materials.

13.0 Public Entity Crimes

13.1 The Consultant understands and acknowledges that this Agreement with the County will be voidable by the County, in the event the conditions under Section 287.133, Florida Statutes applies to the Consultant, relating to conviction for a public entity crime.

14.0 County's Responsibilities

14.1 The County shall be responsible for providing access to all County project sites, and providing information in the County's possession that may reasonably be required by the Consultant, including; existing reports, studies, financial information, and other required data that are available in the files of the County.

15.0 Termination of Agreement

15.1 This Agreement may be terminated by the Consultant upon thirty (30) days prior written notice to the County in the event of substantial failure by the County to perform in accordance with the terms of the Agreement through no fault of the Consultant.

15.2 This Agreement may be terminated by the County with or without cause immediately upon written notice to the Consultant.

15.3 Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services rendered to the County's satisfaction through the date of termination.

15.4 After receipt of a Termination Notice, as described in this Article 15.0, and except as otherwise directed by the County, the Consultant shall:

15.4.1 Stop work on the date and to the extent specified.

15.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

15.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the County.

15.4.4 Continue and complete all parts of the work that have not been terminated.

16.0 Uncontrollable Forces (Force Majeure)

16.1 Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its non-performance. An “Event of Force Majeure” is defined as any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions. Neither party shall be excused from performance if non-performance is due to forces which are reasonably preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied prior to, during, or immediately after their occurrence. Within five (5) days after the occurrence of an Event of Force Majeure, the non-performing party shall deliver written notice to the other party describing the event in reasonably sufficient detail, along with proof of how the event has precluded the non-performing party from performing its obligations hereunder, and a good faith estimate as to the anticipated duration of the delay and the means and methods for correcting the delay. The non-performing party’s obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the non-performing party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the non-performing party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

17.0 Governing Law and Venue

17.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the

United States District Court, Middle District of Florida located in Hillsborough County, Florida. Each party shall be responsible for its own attorneys' fee and other legal costs and expenses.

18.0 Non-Discrimination

18.1 The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

19.0 Waiver

19.1 A waiver by either the County or the Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.0 Severability

20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of this Agreement.

20.2 Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void.

20.3 The parties further agree to reform this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of this Agreement be determined to be void.

21.0 Entirety of Agreement

21.1 The County and the Consultant agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

21.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the County and Consultant pertaining to the Services, whether written or oral.

21.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

22.0 Modification

22.1 This Agreement may not be modified unless such modifications are evidenced in writing signed by both the County and the Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

23.0 Successors and Assigns

23.1 The County and the Consultant each binds itself and its partners, successors, permitted assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, permitted assigns, and legal representatives of such other party.

23.2 The Consultant shall not assign this Agreement without the express written approval of the County by executed amendment, which approval may be withheld in the County's sole discretion.

23.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this Agreement and such substitution shall be affirmed by the County by executed amendment.

24.0 Contingent Fees

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

25.0 Truth-In-Negotiation Certificate

25.1 Execution of this Agreement by the Consultant shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the Effective Date of this Agreement.

25.2 The said rates and costs shall be adjusted to exclude any significant sums should the County determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The County shall exercise its rights under this “Certificate” within one (1) year following payment.

26.0 Ownership of Documents

26.1 The Consultant shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the County for its use and/or distribution as may be deemed appropriate by the County. The Consultant is not liable for any damages, injury or costs associated with the County’s use or distribution of these documents for purposes other than those originally intended by the Consultant.

27.0 Access and Audits

27.1 The Consultant shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the Consultant’s place of business.

27.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the Polk County Board of County Commissioners shall result in the recovery of any resulting overpayments. The County’s cost of recovery shall be the sole expense of the Consultant, including accounting and legal fees, court costs and administrative expenses.

27.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

27.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

28.0 Notice

28.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: Polk County Procurement Division
P.O. Box 9005, AS05
Bartow, FL 33830
Attention: Director

As to Consultant: Rummel, Klepper and Kahl, LLP
402 S. Kentucky Ave., Suite 400
Lakeland, FL 33801
Attn: Nathan C. Atkinson, P.E.

28.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

28.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

29.0 Service of Process

As to County: County Attorney
County Administration Building
330 W. Church Street, 4th Floor
Bartow, Florida 33830

As to Consultant: Rummel, Klepper and Kahl, LLP
Attn: Nathan C. Atkinson, P.E.
402 S. Kentucky Ave., Suite 400
Lakeland, FL 33801

30.0 Contract Administration

30.1 Services of Consultant shall be under the general direction of the Utilities Division Director, or their successor, who shall act as the County's representative during the term of this Agreement.

31.0 Key Personnel

31.1 The Consultant shall notify the County in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. The Consultant at the County's request shall remove without consequence to the County any subcontractor or employee of the Consultant and replace him/her with another employee having the required skill and experience. The County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: Nathan Atkinson, PE

Name: Brad McMahan, PE

32.0 Annual Appropriations

32.1 The Consultant acknowledges that the County, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the County's performance and obligation to pay under this agreement is contingent upon annual appropriation.

33.0 Liquidated Damages

33.1 The parties hereto agree that liquidated damages, in the amount specified in the applicable CSA/CPO, will be assessed against the Consultant for the Consultant's failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to the Consultant's fault in causing the delay as compared to other causes, and to the extent the Consultant is not delayed by reasons beyond the Consultant's reasonable control.

34.0 Employment Eligibility Verification (E-VERIFY)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

35.0 Limitation of Liability.

IN NO EVENT, SHALL THE COUNTY BE LIABLE TO THE CONSULTANT FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT BY THE COUNTY WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.

36.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the Consultant hereby certifies to the County that the Consultant is not on the Scrutinized Companies that Boycott Israel List, created pursuant to

Section 215.4725, Florida Statutes, nor is the Consultant engaged in a boycott of Israel, nor was the Consultant on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.

(ii) Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Consultant further certifies to the County as follows:

(a) the Consultant is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Consultant is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Consultant is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Consultant was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.

(iii) The Consultant hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Consultant for submitting a false certification to the County regarding the foregoing matters.

B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:

(i) The Consultant is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(ii) The Consultant is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Consultant is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

37.0 No Construction Against Drafter

37.1 The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Accordingly, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

38.0 Unauthorized Alien(s)

The Consultant shall not employ or utilize unauthorized aliens in the performance of the Services provided pursuant to this Agreement. The County shall consider the employment or utilization of

unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a) and a cause for the County's unilateral termination of this Agreement. When delivering executed counterparts of this Agreement to the County, the Consultant shall also deliver a completed and executed counterpart of the attached "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" form.

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

ATTEST:

STACY M. BUTTERFIELD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
_____, Chairman
Board of County Commissioners

Date Signed by County: _____

Review as to form and legal sufficiency

Sandra B. Hoff 12/4/23
County Attorney's Office Date

ATTEST:

Rummel, Klepper and Kahl, LLP
a Maryland limited liability partnership

By: _____
Corporate Secretary

By: *NCA* _____

Nathan C. Atkinson, P.E.

[Print Name]

[Print Name]

Partner

DATE: _____

[Title]

DATE: *12/7/23* _____


SEAL

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF Florida County OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this December 7, 2023 (Date) by Nathan C. Atkinson, P.E. (Name of acknowledging partner or agent) on behalf of Rummel, Klepper & Kahl, LLP a partnership.

He/She personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this December 7, 2023 (Date)

 (Official Notary Signature and Notary Seal)
Deborah A. Polley (Name of Notary typed, printed or stamped)

Commission Number HH428955 Commission Expiration Date September 11, 2027



DEBORAH A. POLLEY
Notary Public
State of Florida
Comm# HH428955
Expires 9/11/2027



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Fictitious Name Search

Submit

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Fictitious Name Detail

Fictitious Name

RK&K

Filing Information

Registration Number G07253900016
Status ACTIVE
Filed Date 09/10/2007
Expiration Date 12/31/2027
Current Owners 1
County MULTIPLE
Total Pages 4
Events Filed 3
FEI/EIN Number 52-0599112

Mailing Address

RUMMEL, KLEPPER & KAHL, LLP
700 EAST PRATT STREET, SUITE: 500
BALTIMORE, MD 21202 US

Owner Information

RUMMEL, KLEPPER & KA, HL, LLP
700 EAST PRATT STREET, SUITE: 500
BALTIMORE, MD 21202 US
FEI/EIN Number: NONE
Document Number: NONE

Document Images

[09/10/2007 -- REGISTRATION](#)

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Exhibit "A-i"

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing professional services for design, permitting and construction phase engineering services for water, wastewater and reclaim water facilities as well as regulatory support services for Polk County Utilities Division as described herein. Sealed proposals must be received in the Procurement Division, prior to the due date and time listed below.

RFP Number and Title: 23-448, Utilities Design Services & Regulatory Support Services

Description: Provide professional services for design, permitting and construction phase engineering services for water, wastewater and reclaim water facilities as well as regulatory support services for Polk County Utilities Division

Receiving Period: Prior to 2:00 p.m., Wednesday, July 19, 2023

Bid Opening: Wednesday, July 19, 2023, at 2:00 p.m. or as soon as possible thereafter.

This form is for RFP registration only. Please scroll down for additional information.

Special Instructions: A **MANDATORY** pre-proposal meeting will be held **Tuesday, June 20, 2023, 2:00 p.m.** at the Utilities Administration Building, Room 63, 1011 Jim Keene Blvd, Winter Haven, FL 33880. An authorized representative or agent of the Proposer must be present at this meeting in person as evidenced by their signature on the meeting's sign-in sheet, or the Proposers Proposal will be considered non-responsive.

Questions regarding this RFP must be in writing and must be sent to Ari Goldstein Senior Procurement Analyst, via email at arigoldsteint@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Friday, July 7, 2023, 4:00 p.m.

RFP REGISTRATION

You **MUST** register using this form in order to receive notice of any addenda to these documents. Please fax the completed form to the Polk County Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 23-448

RFP Title: Utilities Design Services & Regulatory Support Services

This form is for RFP registration. Please scroll down for additional information.

This form is for bid registration only. Please scroll down for additional information.

Carefully complete this form and return it to the Procurement Division via e-mail to procurement@polk-county.net or fax (863) 534-6789. You must submit one form for each solicitation that you are registering for.

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

Proposers must submit their proposal prior to 2:00 p.m. on the receiving date. Proposals must be submitted in a “sealed” parcel or electronically through Polk County’s secure website, Kiteworks. Proposals will be publicly opened at 2:00 p.m. on the receiving date.

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and six (6) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #23-448, Utilities Design Services & Regulatory Support Services” and marked with the proposer’s name and address. The Proposals may be mailed or delivered to:

**Polk County Procurement Division
330 West Church Street, Room 150
Bartow, FL 33830**

To assist with labeling the sealed parcel, please cut along the outer border and affix this label. Be sure to include the name of the company submitting the proposal where requested.

Sealed Proposal. DO NOT OPEN	
RFP Number	23-448
RFP Title	Utilities Design Services & Regulatory Support Services
Due Date/Time:	July 19, 2023, prior to 2:00 pm
Submitted by:	
Deliver To:	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

Proposals may be mailed, express mailed or hand delivered. It is the Proposers responsibility to ensure their package is delivered to the Procurement Division prior to 2:00 p.m. on the Receiving date and time referenced above. Proposals delivered at 2:00 p.m. or later will not be accepted.

Electronic Proposals Submittal:

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County’s secure electronic submittal website, Kiteworks. Proposers must email arigoldstein@polk-county.net at least 48 hours prior to opening to receive a link to upload their submittal. Please only upload your documents as a PDF or Excel file for the Cost Tab, if applicable. Please use the name convention of your files as follow:

“RFP 23-448 Tab 1”

“RFP 23-448 Tab 2”

“RFP 23-448 Tab 3”

“RFP 23-448 Tab 4”

“RFP 23-448 Tab 5”

“RFP 23-448 Tab 6”

“RFP 23-448 Tab 7”

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: https://youtu.be/vkn_7AHgioE. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Procurement recommends that Proposers submitting electronically double check the documents submitted into Kiteworks to ensure all requested tab information has been uploaded. Failure to upload the requested tab information may result in the proposal being deemed nonresponsive.

POLK COUNTY
Procurement Division
Fran McAskill
Procurement Director
REQUEST FOR PROPOSAL 23-448
Utilities Design Services & Regulatory Support Services

Sealed proposals will be received in the Procurement Division, **Wednesday, July 19, 2023, prior to 2:00 p.m.**

Attached are important instructions and specifications regarding responses to this Request for Proposal (the "RFP"). The failure of a responding proposer (a "Proposer") to follow these instructions could result in Proposer disqualification from consideration for a contract to be awarded pursuant to this RFP.

This document is issued by Polk County (the "County") which is the sole distributor of this RFP and all addenda and changes to the RFP documents. The County shall record its responses to inquiries and provide any supplemental instructions or additional documents pertaining to this RFP in the form of written addenda to the RFP. The County shall post all such addenda, together with any other information pertaining to this RFP, on the County's website at <https://www.polk-county.net/procurement/bids>. It is the sole responsibility of each Proposer to review the website prior to submitting a responsive proposal (a "Proposal") to this RFP to ensure that that the Proposer has obtained all available instructions, addenda, changes, supporting documents, and any other information pertaining to this RFP.

The County is not responsible for any solicitations issued through subscriber, publications, or other sources not connected with the County and the Proposer should not rely on such sources for information regarding the RFP solicitation.

Questions regarding this RFP must be in writing and must be sent to Ari Goldstein, via email at arigoldstein@polk-county.net or via fax at (863) 534-6789. All questions must be received by Friday, July 7, 2023, 4:00 p.m.

Proposers and any prospective Proposers shall not contact, communicate with or discuss any matter relating in any way to this RFP with any member of the Polk County Board of County Commissioners or any employee of Polk County other than the County Procurement Director or the individual designated above. This prohibition begins with the issuance of the Request for Proposal and ends upon execution of a contract. Any such communication initiated by a Proposer or prospective proposer shall be grounds for disqualifying the offender from consideration for a contract to be awarded pursuant to this RFP and for contracts to be awarded pursuant to RFPs or Requests for Bid that the County may issue in the future.

A Proposer's responsive Proposal to this RFP may be mailed, express mailed, or hand delivered to:

Polk County Procurement Division
330 West Church Street, Room 150
Bartow, Florida 33830
(863)534-6757

INTRODUCTION

Polk County, a political subdivision of the State of Florida, seeks professional services for design, permitting, and construction phase engineering services for water, wastewater and reclaim water facilities as well as regulatory support services for Polk County Utilities Division (PCU), and as further defined in the Scope of Services below. Other County Divisions may also use these services.

Polk County's Selection Process for consultants' services is in accordance with Section 287.055, Florida Statutes, the Consultants' Competitive Negotiations Act ("CCNA"). The Professional Services Selection Committee will review the qualifications of all submitting firms.

It is the intent of the County to select and negotiate a Master Consulting Agreement with one (1) or more firm(s).

The County will negotiate fee schedules in accordance with the County's Procurement Procedures, with the goal of establishing standardized rates as part of "Selection Process", Elevation Level 4 Contract Negotiations.

Services under this contract will be in compliance with Section 287.055 of the Florida Statutes referred to as the "Consultants' Competitive Negotiation Act" (CCNA). Polk County's Procurement Procedure's Manual outlines the Procedures for Contracting for Professional Services Covered by CCNA. These procedures outline the process used for the selection of a consulting firm awarded through this RFP process.

All services must be performed in accordance with applicable Federal, State and Local regulations.

The Successful Proposer must register in our new Vendor Database if you have not already done so prior to award of this RFP. A purchase order cannot be issued to a vendor until they have registered. You may register by going to the following link: <https://www.polk-county.net/procurement/vendor-registration>. Registered vendors will receive a User ID and Password to access their company information. All registered vendors must provide their owner gender, owner ethnicity, corporate status, and a minimum of one (1) commodity code to be considered registered. It is the responsibility of all vendors to update their vendor information. Only registered vendors will receive notifications of future RFP's.

All services must be performed in accordance with applicable Federal, State and Local regulations.

SCOPE OF SERVICES

The scope of services shall include, but not be limited, to design, permitting and construction phase engineering services for water, wastewater, and reclaim water facilities within Polk County, Florida. Additionally, the County requires professional services for environmental permitting, planning and compliance. Work will be done in conjunction with the Utilities' Community Investment Program (CIP), which includes Expansion and Renewal and Replacement. In addition, the work may be performed for other Utility Sections including Environmental Permitting, Operations and Maintenance, and Customer Service. Successful Proposers must follow the Polk County Utilities Code while performing these services for the Utilities Division.

Additionally, this RFP is for professional engineering services and regulatory support services in conjunction with water, wastewater and reclaim water systems. Types of services include but are not necessarily limited to design of water, wastewater and reclaim plants/facilities; pipeline design; construction observation; utility relocation; GIS support; utility infrastructure security measures; hydraulic and water quality modeling; permitting of new or existing water, wastewater, and reclaim water facilities for construction and operation; assistance with information requests by regulatory agencies; water, wastewater and groundwater monitoring; well field sampling; hydrogeologic and surface water modeling; evaluation of technical and water quality data as required by federal, state and/or local regulations; preparation of appropriate documents, reports or maps as related to design, permitting and regulatory information requests; land surveying and geotechnical services; well construction and abandonment-related engineering services; well head protection, water quality and environmental assessments; technical assistance for preparation of public information; water conservation education; feasibility studies for developing, improving and maintaining water, wastewater or reclaim water systems; implementation of compliance projects or preparation of reports; utility system master planning; information systems development & implementation; review of water, wastewater, and reclaim development submissions for system capacity and hydraulic compatibility with master plans; and other utility-related professional engineering and consulting services.

Proposers must have in-house, multi-disciplinary capabilities in at least ten (10) of these fields, but more capabilities identified will enhance the scores:

- Civil engineering
- Utility master planning and hydraulic modeling
- Water quality master plans and water conservation plans
- Water quality engineering, modeling, and evaluation
- Wastewater engineering, treatment, and evaluation
- Biosolids management design and operation
- Regulatory compliance and permitting for water and wastewater facilities
- Utility environmental affairs

- Land surveying
- Hydrology and surface water modeling
- Hydrogeologic modeling and evaluation of water quality data
- Well construction and abandonment
- Well head protection, water quality and environmental assessments
- Feasibility studies for developing, improving and maintaining water, wastewater and reclaim water systems
- Geotechnical engineering
- Utility acquisition and evaluation
- Right-of-way and easement acquisition services
- Structural engineering as related to water, wastewater and reclaim water facilities
- Electrical engineering as related to water, wastewater and reclaim water facilities
- Mechanical engineering related to water, wastewater and reclaim water facilities
- Constructability plan review/value engineering
- Instrumentation and controls engineering and programming for SCADA systems
- Construction administration and construction observation-related engineering services for water, wastewater, and reclaim water facilities
- Water, wastewater, and reclaim water facilities operational experience
- Public involvement services, including technical assistance for preparation of public information brochures
- Water conservation education and/or enforcement
- Subsurface utility engineering and locating
- Architectural services
- GIS Analysis, SDE Management and GIS database maintenance and support capabilities
- CADD design capabilities
- Database & Information system development related to utility systems and management
- Energy audits
- Green Engineering Practices

The County shall request the services on an as-needed basis. There is no guarantee that any or all the services described in this RFP will be assigned during the term of the agreement. Further, the Consultant is providing these services on a nonexclusive basis. The County, at its option, may elect to have any of the services set forth herein performed by other consultants or County staff.

AGREEMENT

The Master Consulting Agreement will be for five (5) years unless otherwise terminated in accordance with the master consulting agreement.

EVALUATION CRITERIA

Proposals should not contain information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this RFP are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive visual aids, and other presentation aids are neither necessary nor desired unless specifically requested. The Proposal responses shall be contained within a three-ring binder (original and each copy in separate binders). For the purposes of this RFP, one page equals a single sided page. It is requested that the responses be in the same order as the selection and evaluation procedures. The submittals should include the following:

Tab 1 Executive Summary

(Items a-c: Maximum of two (2) pages)

- a) Name, company name, address, telephone number, and email address.
- b) State the number of years in business, as the same company/firm.
- c) State the number of full-time employees.
- d) Provide documentation showing proper incorporation by the Secretary of State.
- e) Provide a copy of the firm's applicable certification(s) from the State of Florida allowing them to provide the services as outlined in the Scope of Service as well as compliance with F.S. 287.055

Tab 2 Approach to the Project (35 points)

(Maximum of four (4) pages)

- a) Describe in detail the components of how your firm proposes to manage assigned project(s), based upon the scope of services. Please identify the services your firm provides which make you qualified to perform the required services.
- b) Describe how the firm plans to maintain the project team and manage the project team members' time in order to ensure sufficient time to complete a project.
- c) Describe the firm's Quality Assurance and Quality Control program as it pertains to engineering services.

Tab 3 Experience, Expertise, Personnel and Technical Resources (40 points)

- Identify a minimum of five (5) and a maximum of eight (8) projects in which the proposer her performed within the past five (5) years as the prime proposer which best illustrate the experience of the firm and current staff as related to the desired services. At least three (3) of the projects identified should be projects performed for public entities. (Maximum of one (1) page only per project).
 - For each project please provide:

- a) Name and location of the project;
 - b) Size and cost of the project;
 - c) Project representative name, address, phone number, and email address
 - d) Date project was completed or is anticipated to be completed, if completed provide the actual completion date;
 - e) The nature of the firm's responsibility on the project;
 - f) List of change orders, including dollar amount, which were the result of unforeseen circumstances or design errors/oversights; and
 - g) List of any time extensions created by item f above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract.
 - Provide brief resumes of the firm's key personnel to be assigned to the master service agreement including, but not limited to, the items in the list below (One (1) page maximum per resume):
 - a) Name and current position held by the person
 - b) Name, title and project assignment
 - c) Experience:
 - (1) Types of projects.
 - (2) Size of projects (dollar value of project).
 - (3) What were their specific project involvements?
 - Identify any sub-consultants that may be involved throughout the duration of the agreement. For each sub consultant identified please provide:
 - A brief description of their experience outlining their qualifications to perform the intended services
 - A brief resume for each key personnel that will be assigned to perform the intended services

Tab 4 Is the Firm a “Polk County Entity”? (5 Points)

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk County Entity to assist in performing the scope of work then the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points. The Polk County Entity sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Provide documentation of the Proposers' or sub-consultant's headquarters and local offices, if any, and the amount of time the firm has been located at each such local office. Please also indicate the number of employees at the local office.
- Proposers or sub-consultants will be allocated points if they meet the following Polk County Government definition of Polk County Entity.

- The term “Polk County Entity” means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.
- In the event a Proposer lists one or more sub-consultants in Tab 4 which is a Polk County Entity and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Polk County Entity), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 5 Is the Firm a “Certified Woman or Minority Business Enterprise” (5 Points)

- Polk County Board of County Commissioners has a long standing commitment to encouraging the utilization of Women and Minority Businesses that do business with the County as vendors. To that end we encourage all of our prime and professional services vendors to utilize W/MBE vendors where at all possible, irrespective of a company’s certification status. Please explain how the submitting firm will encourage minority participation in the project. (Limit response to one page)
- There will be a maximum of five (5) points allocated for this tab. If the Proposer is a Woman or Minority owned business then five (5) points will be allocated. If the Proposer is not a Woman or Minority owned business but is utilizing one or more sub-consultants that are a Women or Minority owned business to assist in performing the scope of work, then the Proposal will be allocated one (1) point for each sub-consultant which meets the County’s certification criteria of Women or Minority owned, up to a maximum of five (5) points. The Woman or Minority owned business sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Proposers or sub-consultants will be allocated points if they are a certified W/MBE as evidenced by providing the documentation described below.
 - If the Proposer or sub-consultant has a certified W/MBE status, provide documentation of the firms’ certified W/MBE status as defined by the Florida Small and Minority Business Act and as defined in Polk County’s

Purchasing Procedures. Polk County's Purchasing Procedures recognize the following to meet the requirement of a certified W/MBE status:

- Valid W/MBE Certification from one of the following
 - Florida Minority Supplier Development Council
 - Women Business Enterprise National Council
 - The State of Florida Office of Supplier Diversity
 - Florida Department of Transportation
 - U. S. Small Business Administration
 - Federal Aviation Authority
 - Other Florida governmental agencies

Certifications from other governmental agencies will be considered on a case-by-case basis.

- In the event a Proposer lists one or more sub-consultants in Tab 5 which is a Women or Minority owned business and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Women or Minority owned business), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

Tab 6 Interactions with County and Regulatory Agency Staff (5 Points)

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, water use permitting, consent orders, consultation, governing regulations; and other related activities. Describe the firm's ability to work with the Utilities Division or other Division staff in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge of permitting process, as well as local regulatory agencies, including, but not limited to SWFWMD, FDEP, and the Polk County Health Department, if applicable. (Limit response to one (1) page)

Tab 7 Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for the projects identified under Tab 3.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
 - Average Score between 9-10 (10 Points)
 - Average Score between 7-8 (8 Points)

- Average Score between 5-6 (6 Points)
- Average Score between 3-4 (4 Points)
- Average Score between 1-2 (2 Points)
- Average Score of 0 (0 Points)

BID OPENING

Proposers may attend the Bid Opening in person or via conference call by dialing (646) 558-8656 and enter Meeting ID: 327 647 2818. A listing of all proposers will be posted to Procurement’s website as soon as possible after bid opening.

Selection Process

Proposals will be evaluated in accordance with this section and all applicable County procurement policies and procedures.

The County shall appoint a selection committee (the “Selection Committee”) that will be responsible for evaluating and scoring/ranking the Proposals in accordance with this Section.

The County will use a competitive selection process based on the Elevation Levels described in this Section. At Elevation Levels 2 and 3, the Selection Committee will score and/or rank the Proposals as applicable.

Selection of a final Proposal will be based upon the following steps and factors:

Elevation Level 1 (Procurement Requirements Assessment):

- The County Procurement Division shall review all Proposals for conformance with RFP guidelines and detailed submittal requirements. At the County’s discretion, non-conforming Proposals may be eliminated from further consideration and conforming Proposals shall be elevated to Elevation Level 2. Procurement will distribute Proposals and evaluation criteria to the Selection Committee.
- Procurement will also ensure all firms meet the requirement of certification as outlined in Florida Statute 287.055(3)(c).
- The Selection Committee may convene to review questions that arise during individual member review of submitted Proposals before Elevation Level 2 to allow for questions, clarifications, explanations, or other discussion to be held before the review of Proposals is completed.

Elevation Level 2 (Scoring)

- Procurement shall score each Proposal on the following evaluation criteria:
 - Local (Tab 4)-5 points
 - W/MBE Certification (Tab 5)-5 points
 - Surveys of Past Performance (Tab 7)-10 points

Subtotal Points-20 points

by the process stated under each corresponding Tab description as set forth on Pages 9-13.

- Each Selection Committee member shall score each Proposal on the following evaluation criteria:
 - Approach to the Project (Tab 2)-35 points
 - Experience, Expertise, Personnel and Technical Resources (Tab 3)-40 points
 - Interaction w/ County & Regulatory Agencies (Tab 6)-5 pointsSubtotal Points-80 points

Total Points – 100 points

by the following process:

- 1) Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:
 - EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.
The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.
 - VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.
The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.
 - GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.
The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules,

etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.

- FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.

The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

- POOR (0.2): Inadequate; lacking; inferior in quality; of little or less merit; substandard; marginal.

The Proposer provided information for a given criteria that did not satisfy the requirements and described in an inadequate manner how and what will be accomplished. The information provided simply reiterated a requirement, contained inaccurate statements or references, lacked adequate information, or was of inferior quality. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a substandard and inferior level.

- UNACCEPTABLE (0.0):

The Proposer failed to provide any information for a given criteria, provided information that could not be understood, or did not provide the information for a given category as requested.

- 2) After a Selection Committee member has determined the description applicable for each evaluation criterion, the total points available for such criterion shall be multiplied by the factor associated with the applicable description to produce the number of points allocated for that evaluation criterion. For example, a Selection Committee member classifies the "Experience and Expertise" criterion (which shall be worth 25 points for the purpose of this example) as "Very Good" (which is a description factor multiplier of 0.8). The points that Selection Committee member allocated for that evaluation criterion would be 20, calculated as follows: 25 available points x 0.8 applicable description factor multiplier = 20 points.
- 3) A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.
- 4) When all Selection Committee members have completed their Proposal evaluations, the individual Selection Committee member's total scores for each Proposal will be added together to produce a final score for each Proposal.
- 5) Procurement will confirm the calculations for the final score for each Proposal. Then, Procurement shall publish a rank-ordered listing of the Proposals to the

Selection Committee with the Proposal receiving the highest point as the highest-ranked Proposal.

- 6) In accordance with Section 287.055(4)(a), Florida Statutes, if there are three (3) or more Proposers in Elevation Level 2, the Selection Committee must elevate no fewer than the three highest scored of such Proposers to Elevation Level 3 for interviews. If there are only two Proposers in Elevation Level 2, the Selection Committee must elevate those two Proposers to Elevation Level 3 for interviews. If there is only one Proposer in Elevation Level 2, then the Selection Committee may collectively decide if they would like to elevate the Proposer to Elevation Level 3 for interviews or if they would like to recommend the Board authorize staff to enter into Contract Negotiations with the Proposer. In the latter case, after Board approval to authorize staff to negotiate a contract, the Proposer will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 3 (Proposer Interviews)

The Selection Committee are required to conduct interviews of the Proposers that it has elevated from Elevation Level 2 to Elevation Level 3.

During an interview, elevated Proposers may be requested to make a presentation focusing on their qualifications, approach to the project and the ability to furnish the required services. The Selection Committee members will have an opportunity to inquire about any aspect of the RFP and the Proposer's Proposal. After all elevated Proposer interviews, each Selection Committee member will individually rank the Proposers in numerical order beginning at number 1 for the Proposer deemed to be the most highly qualified to perform the required services. In accordance with Section 287.055(4)(b), Florida Statutes, in determining whether a Proposer is qualified, each Selection Committee member shall consider such factors as:

- Ability of Personnel
- Whether a Proposer is a certified minority business enterprise
- Past performance
- Willingness to meet time and budget requirements
- Location
- Recent, current, and projected workloads
- Volume of work previously awarded to each Proposer by the County

Procurement shall receive and compile each Selection Committee member's ranking of each Proposer, and then publish a rank-ordered listing of Proposers to the Selection Committee, based on the combined average rankings given each Proposer. The Selection Committee members will then collectively decide if they would like to recommend the Board authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer(s). After Board approval to authorize staff to negotiate a contract, said Proposer(s) will then be elevated to Elevation Level 4 for contract negotiations.

Elevation Level 4 (Contract Negotiations)

If a Proposer is elevated to this level, the User Division, with the assistance of Procurement and the County Attorney's Office, shall negotiate an Agreement with the elevated Proposer(s) in accordance with Section 287.055(5), Florida Statutes.

If after negotiating for a reasonable time period the parties cannot agree on a contract, the County shall, in its sole discretion, terminate further contract negotiations with that Proposer(s). Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer(s) have terminated. The Selection Committee shall then determine whether to recommend to the Board to approve contract negotiations with the next-highest-ranked Proposer, and so on. If the Selection Committee decides not to recommend contract negotiations with the next-highest-ranked Proposer, or if the County determines there is no other Proposer with whom the County can successfully negotiate a contract, then the RFP Selection Process shall terminate.

After contract negotiations with a Proposer(s) are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners that it selects such Proposer(s) to provide the services as outlined in the Agreement. The Board of County Commissioners shall make the final decision whether to enter into an Agreement with a Proposer(s).

GENERAL CONDITIONS

CONTACT

After the issuance of any Request for Proposal, prospective proposers shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with the Board of County Commissioners, and any employee of Polk County, other than the Procurement Director or as directed in the cover page of the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon completion execution of a contract. Such communications initiated by a proposer shall be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal.

INSURANCE REQUIREMENTS

The selected firm, if any, shall maintain, at all times, the following minimum levels of insurance and; shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below. Provide to the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. Polk County, a political subdivision of the State of Florida, shall be an additional named insured on all policies related to the project; excluding workers' compensation and professional liability. The Workers' Compensation and General Liability policies shall contain a waiver of subrogation in favor of Polk County. All insurance coverage shall be written with a company having an A.M. Best Rating of at least the "A" category and size category of VIII. The firm's self-insured retention or deductible per line of coverage shall not exceed \$25,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

Worker's Compensation and Employer's Liability Insurance providing statutory benefits, including those that may be required by any applicable federal statute:

Admitted in Florida	Yes
Employer's Liability	\$100,000
All States Endorsement	Statutory
Voluntary Compensation	Statutory

Commercial General Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including the following coverages:

Premises and Operations and Products/Completed Operations;

Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the Firm); Personal Injury (with employment and contractual exclusions deleted) and Broad Form Property Damage coverages;

Independent Contractors; Policy must include Separation of Insureds Clause.

Comprehensive Automobile Liability Insurance. \$1,000,000 combined single limit of liability for bodily injuries, death, and property damage, and personal injury resulting from any one occurrence, including all owned, hired and non-owned vehicles.

Professional Liability Insurance. \$2,000,000 for design errors and omissions, inclusive of defense costs. Selected firm shall be required to provide continuing Professional Liability Insurance to cover the project for a period of two (2) years after the projects are completed.

INDEMNIFICATION

To the maximum extent permitted by law, the Consultant shall indemnify, protect and hold the County, and its officers, employees and agents, harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses, and expenses whatsoever (including, without limitation, reasonable attorneys' fees, costs, and expenses incurred during negotiation, through litigation and all appeals therefrom) including, without limitation, those pertaining to the death of or injury to any person, or damage to any property, to the extent arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent, or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant or any persons or entities employed or utilized by Consultant in the performance of this Agreement. The obligations imposed by this Section shall survive the expiration or earlier termination of the Agreement.

PUBLIC ENTITY CRIMES STATEMENT

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting this proposal, the proposer hereby certifies that they have complied with said statute.

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

The County is an equal opportunity/affirmative action employer. The County is committed to equal opportunity employment effort; and expects firms that do business with the County to have a vigorous affirmative action program.

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

The County hereby notifies all Proposers that W/MBEs are to be afforded a full opportunity to participate in any request for proposal by the County and will not be subject to discrimination on the basis of race, color, sex or national origin.

AFFIRMATION

By submitting their proposal, the Proposer affirms that the proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham proposal; the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and the Proposer has not sought by collusion to obtain for him/herself any advantage over other persons or over the County.

DEVELOPMENT COSTS

Neither the County nor its representative(s) shall be liable for any expenses incurred in connection with preparation of a response to the RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

ADDENDA

The County may record its responses to inquiries and any supplemental instructions in the form of written addenda. The addenda will be posted on the County's website at <https://www.polk-county.net/procurement-bids>. It is the sole responsibility of the proposers to check the website to ensure that all available information has been received prior to submitting a proposal.

CODE OF ETHICS

If any proposer violates or is a party to a violation of the code of ethics of Polk County or the State of Florida, with respect to this proposal, such proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from bidding on any future proposals for work, goods, or services for the County.

DRUG FREE WORKPLACE

Preference shall be given to businesses with Drug Free Workplace (DFW) programs. Whenever two or more proposals, which are equal with respect to price, quality and service, are received by the County for the procurement of commodities or contractual services, a proposal received from a business that has provided a statement that it is a DFW shall be given preference in the award process.

APPLICABLE LAWS AND COURTS

This RFP and any resulting agreements shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Polk County, Florida or the United States District Court, Middle District of Florida, located in Hillsborough County, Florida. The proposer shall comply with all applicable federal, state and local laws and regulations.

CONTRACTUAL MATTERS

A contract in substantially the same form as attached here to as Attachment "A" (Master Consulting Agreement) will be executed between the County and the successful Proposer(s).

All contracts are subject to final approval of the Polk County Board of County Commissioners. Persons or firms who incur expenses or change position in anticipation of a contract prior to the Board's approval do so at their own risk.

PROPOSAL ACCEPTANCE PERIOD

A proposal shall be binding upon the offeror and irrevocable by it for one hundred and twenty (120) calendar days following the proposal opening date. Any proposal in which offeror shortens the acceptance period may be rejected.

ADDITION/DELETION

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

PROPRIETARY INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are required to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. Proposers should provide a redacted copy of proposal with submittal, or must provide within thirty (30) days from the Proposal due date.

All proposals received from proposers in response to this Request for Proposal will become the property of the County and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the County.

REVIEW OF PROPOSAL FILES

In accordance with Chapter 119.071 of the Florida Statutes, the responses received for this Request for Proposal are exempt from review for thirty (30) days after the Bid Opening Date or at Recommendation of Award, whichever event occurs first.

Should the RFP be cancelled and re-solicited for any reason, proposal responses shall remain exempt from disclosure for a period not to exceed twelve (12) months or at Recommendation of Award of the subsequent solicitation.

RFP PROTEST: Any proposer desiring to file a protest, with respect to a recommended award of any RFP, shall do so by filing a written protest. The written protest must be in the possession of the Procurement Division within three (3) working days of the Notice of Recommended Award mailing date. All proposers who submitted a proposal will be sent a Notice of Recommended Award, unless only one proposal was received.

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/procurement/protest-procedures>.

FAILURE TO FOLLOW PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIME FRAMES PRESCRIBED HEREIN AS ESTABLISHED BY POLK COUNTY, FLORIDA, SHALL CONSTITUTE A WAIVER OF THE PROPOSER'S RIGHT TO PROTEST AND ANY RESULTING CLAIM.

UNAUTHORIZED ALIEN(S) The Consultant agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, the successful consultant will complete and submit the form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and

requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

LIMITATIONS

This request does not commit Polk County to award a contract. Proposers will assume all costs incurred in the preparation of their response to this RFP. The County reserves the right to: 1) accept or reject qualifications and/or proposals in part or in whole; 2) request additional qualification information; 3) limit and determine the actual contract services to be included in a contract; 4) obtain information for use in evaluating submittals from any source and 5) reject all submittals.

ATTORNEY'S FEES AND COSTS: Each party shall be responsible for its own legal and attorney's fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorney's fees, costs and expenses incurred for any appellate or bankruptcy proceedings.

PUBLIC RECORD LAWS

(a) The Consultant acknowledges the County's obligations under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Agreement. The Consultant further acknowledges that the constitutional and statutory provisions control over the terms of this Agreement. In association with its performance pursuant to this Agreement, the Consultant shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

(b) Without in any manner limiting the generality of the foregoing, to the extent applicable, the Consultant acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(1) keep and maintain public records required by the County to perform the services required under this Agreement;

(2) upon request from the County's Custodian of Public Records or his/her designee, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise 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 term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

(4)upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

(c) IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIAISON OFFICER

POLK COUNTY

330 WEST CHURCH ST

BARTOW, FL 33830

TELEPHONE: (863) 534-7527

EMAIL: RMLO@POLK-COUNTY.NET

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

- i. By its execution of this Agreement, the Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.
- ii. Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:
 - a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
 - b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

- c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.
 - iii. The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.
- B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:
 - i. The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
 - ii. The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

- Sole Proprietorship
- Partnership
- Non-Profit
- Sub Chapter
- Joint Venture
- Corporation
- LLC
- LLP
- Publicly Traded
- Employee Owned

State of Incorporation: _____

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

EXHIBIT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

The objective of this process is to identify the past performance of the Contractor submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Contractor. The Contractor is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Contractor has identified under Tab 3. Surveys should correlate to all projects identified under Tab 3.

If more surveys are included, then Procurement will only use those identified under Tab 3.

1. The Contractor shall complete the following information for each customer that a survey will be sent

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Professional Engineering Services for Hillsborough County Fire Station), Etc.
COST OF SERVICES	Cost of services (\$3,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2020)

2. The Contractor is responsible for verifying that their information is accurate prior to submission for references.

3. The survey must contain different services/projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

4. The past projects can be either completed or on-going.

5. The past client/owner must evaluate and complete the survey.

Preparing the Surveys

1. The Contractor is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Contractor should enter the past clients' contact information, and project information on each survey form for each reference. The Contractor should also enter their name as the Contractor being surveyed.
3. The Contractor is responsible for ensuring all references/surveys are included in their submittal under Tab 7
4. Polk County Procurement may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

Survey Questionnaire – Polk County

RFP 23-448, Utilities Design Services & Regulatory Services

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Contractor)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

Cost of Services: Original Cost: _____ Ending Cost: _____

Contract Start Date: _____ Contract End Date: _____

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage	(1-10)	
5	Close out process	(1-10)	
6	Ability to communicate with Client's staff	(1-10)	
7	Ability to resolve issues promptly	(1-10)	
8	Ability to follow protocol	(1-10)	
9	Ability to maintain proper documentation	(1-10)	
10	Appropriate application of technology	(1-10)	
11	Overall Client satisfaction and comfort level in hiring	(1-10)	
12	Ability to offer solid recommendations	(1-10)	
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 23-448, UTILITIES DESIGN SERVICES & REGULATORY SERVICES

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (*name*) as _____ (*title of officer*) of _____ (*entity name*), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

RFP 23-448, UTILITIES DESIGN SERVICES & REGULATORY SERVICES

The undersigned, as an authorized officer of the Consultant identified below (the “**Consultant**”), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the “**County**”), by and on behalf of the Consultant in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Consultant and the County on or about the date hereof, whereby the Consultant will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the “**Contract**”), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Consultant, and any subconsultant under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Consultant or subconsultant. The Consultant acknowledges and agrees that (i) the County and the Consultant may not enter into the Contract, and the Consultant may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security’s E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subconsultant knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination. The Consultant shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this _____ day of _____, 2023.

ATTEST:

CONSULTANT:

By: _____
PRINTED NAME: _____
Its: _____

By: _____
PRINTED NAME: _____
Its: _____

June 27, 2023

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 1
RFP 23-448, Utilities Design Services and Regulatory Services**

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions Received and Answers.

Ari Goldstein, CPP

Ari Goldstein

Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature _____

Printed Name: _____

Title: _____

Company: _____

RFP 23-448, Utilities Design Services and Regulatory Services

ADDENDUM # 1

QUESTIONS AND ANSWERS

Question 1: Can you please provide the sign-in sheets from the pre-proposal meeting held on June 20, 2023?

Answer 1: The Pre-Proposal Meeting Attendance list was posted on our website and can be found here: <https://www.polk-county.net/procurement/bids/bid-details/utilities-design-services-regulatory-support-services>.

Question 2: Who are the firms that are currently under contract with the County for these services?

Answer 2: Black & Veatch, Carollo Engineers, CHA Consulting, CivilSurv Design Group, Dewberry Engineers, Hazen & Sawyer, Jones Edmunds & Associates, Pennoni Associates, Tetra Tech, Wood Environmental & Infrastructure Solutions, Wright-Pierce, and WSP USA.

Question 3: We have recently responded to a few Polk County proposals. Would the County consider allowing us to use Survey Questionnaires from previous submissions?

Answer 3: Yes, so long as the questions are the same on both surveys and refer to projects that are referenced under Tab 3, Experience, Expertise, Personnel and Technical Resources.

Question 4: Which Tab number would the County like us to include the proposal forms (Proposer's Incorporation Information, Affidavit Certification Immigration Laws, Employment Eligibility Verification)?

Answer 4: These documents can be submitted under Tab 1, Introduction, after the items submitted under Tab 1, Items a-e.

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Answer 5: The prime proposers submitting proposals must be able to perform a minimum of 10 of the listed capabilities found on pages 7 and 8 of the RFP package. There may be projects that require a prime proposer use subcontractors to complete a scope of work, but the intent of this solicitation is to award to prime proposers that can perform the multi-disciplinary capabilities listed in the RFP package.

Question 6: Does the County prefer the proposals be delivered either as a sealed parcel or an electronic submittal?

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July 3, 2023

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ADDENDUM # 2
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To receive a copy of **Attachment “A”, Sample Master Consulting Agreement**, please go the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder **“RFP 23-448 Utilities Design Services and Regulatory Services.zip”**, select “Open” or “Save As” to download the sample agreement. If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at arigoldstein@polk-county.net.

Ari Goldstein, CPP

Ari Goldstein

Senior Procurement Analyst
Procurement Division

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Signature _____

Printed Name: _____

Title: _____

Company: _____

RFP 23-448, Utilities Design Services and Regulatory Services ADDENDUM # 2

QUESTIONS AND ANSWERS

Question 1: Are we allowed to submit project references/reference surveys for Polk County projects?

Answer 1: Yes.

Question 2: Will points be awarded in Tab 5 for a subconsultant that is a certified Service-Disabled Veteran-Owned Small Business (SDVOSB)?

Answer 2: No. Points are awarded only to certified Women and Minority Business Entities under Tab 5.

Question 3: Can Polk County disclose the selection committee members for this RFP?

Answer 3: The anticipated selection committee members include Tamara Richardson, James Tully, Krystal Azzarella, Jason Jennings, and Sharon Mathis.

Question 4: If the intent of the RFP is to select more than one consultant, is it necessary for the County to conduct proposer interviews per the selection process (Elevation Level 3 – Proposer Interview)?

Answer 4: Yes. Interviews are necessary and shall take place in accordance with Florida Statute 287.055(4)(b).

Question 5: On page 21, the RFP states, “A contract in substantially the same form as attached here to as Attachment ‘A’ (Master Consulting Agreement) will be executed between the County and the successful Proposer(s).” Where can one find the Attachment “A” that includes the Master Consulting Agreement?

Answer 5: Attachment “A”, Sample Master Consulting Agreement is available to on the County’s FTP site for download. Refer to page 1 of this addendum for directions on how to download Attachment “A”.

July 11, 2023

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 3
RFP 23-448, Utilities Design Services and Regulatory Services**

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Ari Goldstein, CPP

Ari Goldstein

Senior Procurement Analyst
Procurement Division

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Signature

Printed Name:

Title:

Company:

RFP 23-448, Utilities Design Services and Regulatory Services

ADDENDUM # 3

QUESTIONS AND ANSWERS

Question 1: Can you please clarify whether items d and e in tab 1 count toward the two-page limit?

Answer 1: Items d) and e) under Tab 1, Executive Summary, do not count towards the two-page limit. Only items a) – c) count towards to the two-page maximum limit.

Question 2: How are categories left blank on the performance survey questionnaire handled when averaging the survey scores?

Answer 2: If questions are not answered on the performance surveys, the questions left blank will not be taken into consideration when calculating the overall score average when awarding points under Tab 7, Surveys of Past Performance.

Question 3: Can front and back cover as well as dividers be included when submitting electronically via Kiteworks?

Answer 3: Yes.

Question 4: The FDOT no longer participates in client surveys and refers consultants to an online grading system (scaled 1 to 5 based on quality, scheduling, and management) that is updated on an annual basis. Would a screenshot of the online evaluation be an acceptable replacement for the required performance survey that accompanies projects write ups?

Answer 4: No. The Survey Questionnaire on page 29 of the RFP package must be used and submitted by a proposer under Tab 7, Surveys of Past Performances so that each proposal is scored the same using the criteria outlined in the RFP package.

Exhibit "A-ii"



RFP#23-448

UTILITIES DESIGN SERVICES & REGULATORY SUPPORT SERVICES



Polk County, FL

July 19, 2023



July 19, 2023

Polk County Procurement Division
ATTN: Ari Goldstein, Senior Procurement Analyst
330 West Church Street, Room 150
Bartow, Florida 33830

RE: RFP#23-448 | Utilities Design Services & Regulatory Support Services

Dear Ms. Goldstein and Members of the Evaluation Committee:

Rummel, Klepper & Kahl, LLP (RK&K) is pleased to present our proposed team and professional engineering qualifications in response to the Polk County (County) request for proposal (RFP) to provide professional services for design, permitting, and construction phase engineering services for water, wastewater, and reclaimed water facilities as well as regulatory support services for the Polk County Utilities Division (PCUD).

Although RK&K has been successfully serving Florida clients since 2004, the majority of our proposed team began their professional careers in the state of Florida several decades ago including project experience in Polk County. Many of our proposed team members are residents of Polk County with a long history of working with multiple entities within the County to support utility consolidation, renewal and replacement, and growth-related projects. Within Polk County, our water/wastewater and transportation staff have a long history of working with the Cities of Lakeland, Plant City, Winter Haven, Davenport, Haines City; Southwest Florida Water Management District (SWFWMD); U.S. Army Corps of Engineers (USACE); Florida Department of Environmental Protection (FDEP); Florida Department of Transportation (FDOT); Polk County Health Department; and other state and federal agencies that have been associated with improvements to water and wastewater utilities, environmental resources, roadways, sidewalks, and other municipal projects within the region. The RK&K water and wastewater and transportation teams collaborate on projects that provide the region's stakeholders with economies of scale and construction efficiencies by combining services when possible. This has helped expedite projects and reduce construction costs by providing utility relocations, utility up sizing, AC pipe abandonment, and general utility improvements that can be associated with roadway expansions.

In addition to RK&K's national depth of professionals and experts, we have assembled a project team that includes in-house Florida-based technical leaders as well as local MBE/WBE registered subconsultants. The enclosed submittal includes a general overview of RK&K, highlights our team's qualifications, and presents our team's extensive utility experience which will be used as an extension of PCUD staff to successfully execute any assigned tasks. The enclosed discusses our in-house expertise and introduces our subconsultants, who are included in our other Florida GEC contracts and share our strong commitment to delivering quality services. RK&K implements practical approaches to projects and provides innovative ideas while applying cost savings and efficiencies at every available opportunity. We encourage you to reach out to our client references, as they will attest to our successful approach.

Our team will be available to respond quickly from our Lakeland office which is located only a few minutes from the PCUD office. Our Lakeland office location is our Florida flagship office, offering full-service engineering capabilities including water/wastewater, construction engineering inspection, environmental sciences, public involvement, roadway, drainage, and stormwater engineering. Having an office and a team embedded in Polk County, we understand the level of growth that the County is experiencing and the stress it creates on the utility infrastructure, water supply, and other resources as well as the urgency to increase infrastructure capacity to accommodate service area development. This extraordinary County growth has resulted in approximately half of the PCUD utility budget allocated to expansion projects requiring strategic utility planning and execution to maintain the high level of service that County residents have become accustomed to.

We have assembled a team that has extensive experience in master planning, modeling, environmental science, regulatory permitting, design, and construction management as well as many other support services. **Brad McMahan, PE** is our contract manager bringing experience that includes not only water/wastewater utility permitting and design experience but also experience in utility valuations/appraisals, utility acquisition assistance, cost of service studies, due diligence investigations, feasibility studies, revenue bonding support, and tax assessments that have helped fund acquisitions within Polk County and throughout the state of Florida. **Mike**

Waldron, PG – a Polk County resident – and **John Mayhut, PG** bring more than 60 combined years of Florida hydrogeological experience to provide hydrogeologic support including, planning, permitting, modeling, the evaluation of raw water quality data, well construction/abandonment, and well head protection. **Joe Baan, PE** and **Jason Lyle, PE** are Polk County residents serving as our civil leads, based in our Lakeland, Florida office. Joe and Jason have extensive engineering design experience within the County and neighboring communities. **Enrique Tamayo, PE** and **Angel Cano, PE** bring their extensive field and construction experience to provide constructability plan review and value engineering. In addition, **Kelly Duffy, PE** brings her extensive wastewater and biosolids experience to the team to help with the dynamic regulatory environment associated with these services.

RK&K understands the challenges that the PCUD is faced with, and we are dedicated to delivering high-quality services by leveraging our extensive experience on your utility improvement projects. RK&K's local office in Lakeland – along with our vast company-wide resources – are at your disposal to help you achieve your contract goals. The RK&K Team looks forward to the opportunity to expanding our Polk County presence and working with PCUD staff on this contract. We are confident that we will exceed the PCUD's expectations by delivering quality projects. Should you have any questions or require additional information, contact me at 410.728.2900 or by email at natkinson@rkk.com.

Sincerely,

Rummel, Klepper and Kahl, LLP

A handwritten signature in blue ink, appearing to read 'N A', with a horizontal line extending to the right.

Nathan Atkinson, PE | Partner

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Tab 1 Executive Summary

Polk County (County), a leading contributor to the state’s economy, is made up of leaders of the citrus, cattle, agriculture, and the phosphate industry; businesses; many tourists; a thriving population of public and private university students; and nearly 787,000 residents. Facing intensive growth, the Polk County Utilities Division (PCUD) must maintain and expand their water, wastewater, and reclaimed water infrastructure which requires a wide range of planning, funding, permitting, design, and construction services. These services require specialized expertise to provide exceptional support allowing PCUD staff to focus on their day-to-day operations. The RK&K Team can provide the myriad of services required to serve as an extension of PCUD’s staff to address utility projects including:

- Water quality engineering/modeling/master/conservation plans
- Wastewater/biosolids evaluations/operations/engineering
- Water and wastewater permitting
- Utility acquisitions/evaluations/master planning/modeling/feasibility studies
- Utility environmental affairs and assessments
- Civil engineering/land surveying/geotechnical engineering/SUE
- Source water modeling and water quality evaluation
- Well construction/abandonment/well head protection
- Right-of-way and easement acquisition services
- Electrical/I&C/SCADA system engineering
- Mechanical/structural engineering/architectural services
- Construction administration/CEI/constructability review/value engineering
- Public involvement services/water conservation education
- CADD/GIS/database services and support
- Energy audits/green engineering

Organizational History and Credentials Firm History


For 100 years, RK&K is one of the most respected engineering firms in the Southeastern, mid-Atlantic, and South Central Regions of the United States. We have a strong reputation with our clients and teaming partners and a reputation as a solid consulting firm providing responsive and creative solutions to our clients to meet their goals. We are large enough to compete with national firms, yet small enough to know our employees faces and names.




#76
Top 500 Design Firms
(ENR, 2022)


#59
Top 100 Pure Design Firms
(ENR, 2022)

What sets RK&K apart is an award-winning culture that has fostered a spirit of collaboration and trust for 100 years. We deliver concepts, processes, and outcomes that are designed for success. RK&K has earned its reputation as a trusted partner, responsive employer, and community steward.






**Founded in
1923**




1,500+
Firmwide staff
270+ in FL



\$300M+ in construction projects overseen in South Florida

thousands of miles of distribution lines designed and inspected

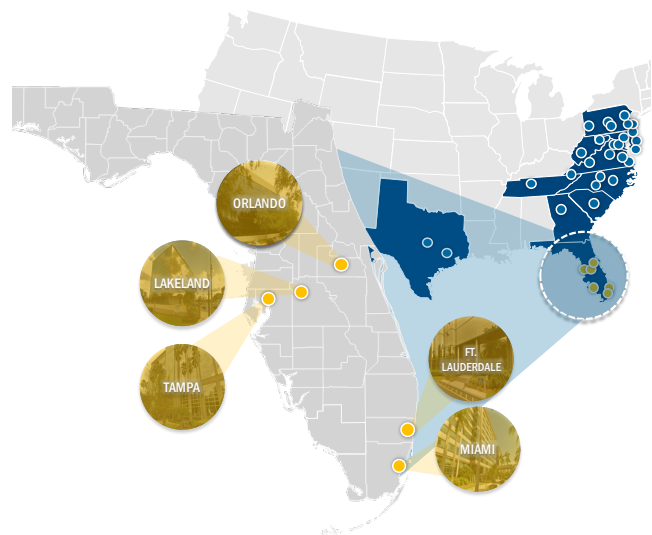


RK&K employs 1,500+ full-time multi-discipline staff firm wide specializing in infrastructure improvements. Headquartered in Baltimore, Maryland, RK&K offers a full range of in-house services from over 30 offices, including five in Florida. This contract will be managed from our Lakeland, Florida office.

 402 S. KENTUCKY AVENUE, SUITE 400
LAKELAND, FL 33801

 863.682.4081

 bmcmahe@rkk.com



Fueled by a talented and diversified staff, RK&K provides creative solutions to complex challenges that improve the quality of life in our communities. We serve the public and private sector by providing multi-discipline planning, engineering, environmental, and construction phase services. Our registered professionals include engineers, environmental scientists, planners, geologists, GIS professionals, and construction managers and inspectors.

RK&K is a full-service planning, engineering, environmental, and construction management/inspection firm serving a wide range of clients in the mid- Atlantic, southeastern, and southcentral United States.

Why RK&K

RK&K offers a team of seasoned professionals comprised of local, knowledgeable, and available staff that is already providing water/wastewater engineering and permitting services within Polk County. Our team offers a range of in-house utility and regulatory services and includes local subconsultant partners with specialized experience and added project experience in the region. This allows us to streamline coordination allowing us to keep tasks on schedule and within budget. In addition, RK&K is a well-suited partner for the PCUD due to the following attributes:



We Have Qualified and Available Staff – RK&K has available staff and regularly adds qualified professional staff to our Lakeland office providing a diverse team to support PCUD staff with specialized civil, mechanical, and electrical engineering services; GIS and utility database management; construction management and inspection services; and ROW, utility, easement acquisition assistance. We are also teaming with local subconsultants that provide additional services and local resources to ensure that schedules and a cost-effective budget can be maintained on all task orders.



Dedicated, Experienced Contract Manager – Our Contract Manager, **Brad McMahan**, is Florida's Practice Development Manager graduating from the University of Central Florida with more than 26 years of Florida experience. Brad leads multiple similar types of on-call contracts throughout Florida will work with our firm leaders and experienced utility design team to ensure that the PCUD will have continued on-time delivery of quality water and wastewater projects.



We Understand How to Successfully Perform Task Assignments on an Annual Contract – We have a long history of successful performance under annual contracts for local government agencies, resulting in a high re-selection rate on these type of contracts. Our practice of performing tasks under annual contracts demonstrates our ability to work on projects large or small, and sometimes under urgent or emergency circumstances. Through this experience, Brad and our team know the keys to the successful completion of tasks come from responsive service, tailored solutions to infrastructure projects, and the ability to manage and complete concurrent tasks with various objectives and constraints.

Incorporation by the Secretary of State

State of Florida



Department of State

I certify from the records of this office that RUMMEL, KLEPPER & KAHL, LLP is a Maryland Limited Liability Partnership, filed on February 13, 2004.

The document number of this registration is LLP060000109.

I further certify that the status of said limited liability partnership is active.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Eighth day of July, 2021



CR2E022 (01-11)

Laurel M. Lee

Secretary of State

State of Florida Certification to Provide Services

Licensee

Name: **RUMMEL, KLEPPER & KAHL, LLP** License Number: **26879**
 Rank: **Registry** License Expiration Date:
 Primary Status: **Current** Original License Date: **03/27/2006**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
84617	Current, Active	KRONISCH, MIRIAM FLO	Registry		Professional Engineer	02/28/2025

June 27, 2023

**POLK COUNTY, A POLITICAL SUBDIVISION OF
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Ari Goldstein

Senior Procurement Analyst
Procurement Division

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Signature 
Printed Name: Nathan C. Atkinson, P.E.
Title: Partner
Company: Rummel, Klepper and Kahl, LLP

RFP 23-448, Utilities Design Services and Regulatory Services ADDENDUM # 1

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Ari Goldstein, CPP

Ari Goldstein

Senior Procurement Analyst
Procurement Division

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Signature	
Printed Name:	Nathan C. Atkinson, P.E.
Title:	Partner
Company:	Rummel, Klepper and Kahl, LLP

RFP 23-448, Utilities Design Services and Regulatory Services ADDENDUM # 2

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Answer 3: The anticipated selection committee members include Tamara Richardson, James Tully, Krystal Azzarella, Jason Jennings, and Sharon Mathis.

Question 4: If the intent of the RFP is to select more than one consultant, is it necessary for the County to conduct proposer interviews per the selection process (Elevation Level 3 – Proposer Interview)?

Answer 4: Yes. Interviews are necessary and shall take place in accordance with Florida Statute 287.055(4)(b).

Question 5: On page 21, the RFP states, “A contract in substantially the same form as attached here to as Attachment ‘A’ (Master Consulting Agreement) will be executed between the County and the successful Proposer(s).” Where can one find the Attachment “A” that includes the Master Consulting Agreement?

Answer 5: Attachment “A”, Sample Master Consulting Agreement is available to on the County’s FTP site for download. Refer to page 1 of this addendum for directions on how to download Attachment “A”.

July 11, 2023

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 3
RFP 23-448, Utilities Design Services and Regulatory Services**

This addendum is issued to clarify, add to, revise and/or delete items of the Bid Document for this work. This Addendum is a part of the Bid Document and acknowledgment of its receipt shall be noted on the Addendum.

Contained within this addendum: Questions Received and Answers.

Ari Goldstein, CPP

Ari Goldstein

Senior Procurement Analyst
Procurement Division

This Addendum sheet should be signed and submitted with your bid submittal. This is the only acknowledgment required.

Signature



Printed Name:

Nathan C. Atkinson, P.E.

Title:

Partner

Company:

Rummel, Klepper and Kahl, LLP

RFP 23-448, Utilities Design Services and Regulatory Services ADDENDUM # 3

QUESTIONS AND ANSWERS

Question 1: Can you please clarify whether items d and e in tab 1 count toward the two-page limit?

Answer 1: Items d) and e) under Tab 1, Executive Summary, do not count towards the two-page limit. Only items a) – c) count towards to the two-page maximum limit.

Question 2: How are categories left blank on the performance survey questionnaire handled when averaging the survey scores?

Answer 2: If questions are not answered on the performance surveys, the questions left blank will not be taken into consideration when calculating the overall score average when awarding points under Tab 7, Surveys of Past Performance.

Question 3: Can front and back cover as well as dividers be included when submitting electronically via Kiteworks?

Answer 3: Yes.

Question 4: The FDOT no longer participates in client surveys and refers consultants to an online grading system (scaled 1 to 5 based on quality, scheduling, and management) that is updated on an annual basis. Would a screenshot of the online evaluation be an acceptable replacement for the required performance survey that accompanies projects write ups?

Answer 4: No. The Survey Questionnaire on page 29 of the RFP package must be used and submitted by a proposer under Tab 7, Surveys of Past Performances so that each proposal is scored the same using the criteria outlined in the RFP package.

Proposers Incorporation Information

(Submittal Page)

The following section should be completed by all bidders and submitted with their bid submittal:

Company Name: Rummel, Klepper and Kahl, LLP

DBA/Fictitious Name (if applicable): _____

TIN #: 52-0599112

Address: 402 S. Kentucky Avenue, Suite 400

City: Lakeland

State: Florida

Zip Code: 33801

County: Polk County

Note: Company name must match legal name assigned to the TIN number. A current W9 should be submitted with your bid submittal.

Contact Person: Nathan C. Atkinson, P.E.

Phone Number: 410.728.2900

Cell Phone Number: 443.615.0213

Email Address: natkinson@rkk.com

Type of Organization (select one type)

- Sole Proprietorship
- Partnership
- Non-Profit
- Sub Chapter
- Joint Venture
- Corporation
- LLC
- LLP
- Publicly Traded
- Employee Owned

State of Incorporation: MD

The Successful vendor must complete and submit this form prior to award. The Successful vendor must invoice using the company name listed above.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 23-448, UTILITIES DESIGN SERVICES & REGULATORY SERVICES

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

POLK COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Rummel, Klepper and Kahl, LLP

Signature: 

Title: Partner

Date: 7/20/2023

State of: Virginia

County of: Richmond City

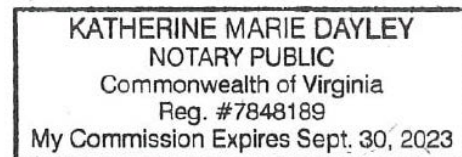
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of July, 2023, by Nathan Atkinson (*name*) as Partner (*title of officer*) of Rummel, Klepper and Kahl, LLP (*entity name*), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: 

Printed Name of Notary Public: Katherine Dayley

Notary Commission Number and Expiration: 9/30/2023

(AFFIX NOTARY SEAL)



EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

RFP 23-448, UTILITIES DESIGN SERVICES & REGULATORY SERVICES

The undersigned, as an authorized officer of the Consultant identified below (the “**Consultant**”), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the “**County**”), by and on behalf of the Consultant in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Consultant and the County on or about the date hereof, whereby the Consultant will provide labor, supplies, or services to the County in exchange for salary, wages, or other remuneration (the “**Contract**”), as follows:

1. Unless otherwise defined herein, terms used in this Certification which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

2. Pursuant to Section 448.095(5), Florida Statutes, the Consultant, and any subconsultant under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Consultant or subconsultant. The Consultant acknowledges and agrees that (i) the County and the Consultant may not enter into the Contract, and the Consultant may not enter into any subcontracts thereunder, unless each party to the Contract, and each party to any subcontracts thereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security’s E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of the Contract, and the County may treat a failure to comply as a material breach of the Contract.

3. By entering into the Contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subconsultants to provide an affidavit attesting that the subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the Contract. Failure to comply will lead to termination of the Contract, or if a subconsultant knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the Consultant, the Consultant may not be awarded a public contract for a period of 1 year after the date of termination. The Consultant shall be liable for any additional costs incurred by the County as a result of the termination of the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 20 day of July, 2023.

ATTEST:

By: *Katherine Dayley*
PRINTED NAME: Katherine Dayley
Its: Notary Public

CONSULTANT:

By: *Nathan C. Atkinson*
PRINTED NAME: Nathan C. Atkinson, P.E.
Its: Partner

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Rummel, Klepper & Kahl, LLP	
2 Business name/disregarded entity name, if different from above t/a RK&K	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 700 E PRATT ST STE 500	Requester's name and address (optional)
6 City, state, and ZIP code BALTIMORE, MD 21202	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
5	2	-	0	5	9	9	1	1	2

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here	Signature of U.S. person ▶	<i>Partner</i>	Date ▶ 7/20/2023
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General Instructions

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

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

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

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

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

Tab 2 Approach to the Project

Management of Assigned Projects

Our streamlined and efficient team is structured to bring added value on every task we complete for you. It also ensures PCUD staff will work with a dedicated core group of individuals that will be augmented as necessary to address the needs of each project. RK&K’s contract delivery team will work collaboratively with PCUD’s staff to effectively address and coordinate the objectives of every task assigned. We will maintain a consistent management approach by following a management plan designed to optimize efficiency, promote communication, and ensure quality deliverables.

1. Concept & Initiation

As contract manager, **Brad McMahan, PE**, will oversee and coordinate all aspects of this contract. When assigning a task to RK&K, you will reach to Brad as our primary point-of-contact. Brad will review the general requirements of the scope of work with your staff and gather pertinent information regarding the tasks at hand, the project’s intended purpose, and your goals and objectives in completing the project. Understanding these elements is critical to ensuring that the end product meets your expectations. Brad will then work internally with our team of discipline-specific task managers to review the assignment’s scope of work to identify the skill sets and technical expertise necessary to successfully complete it. He will also determine the availability of any proposed staff, including subconsultants, to ensure that the schedule can be met.

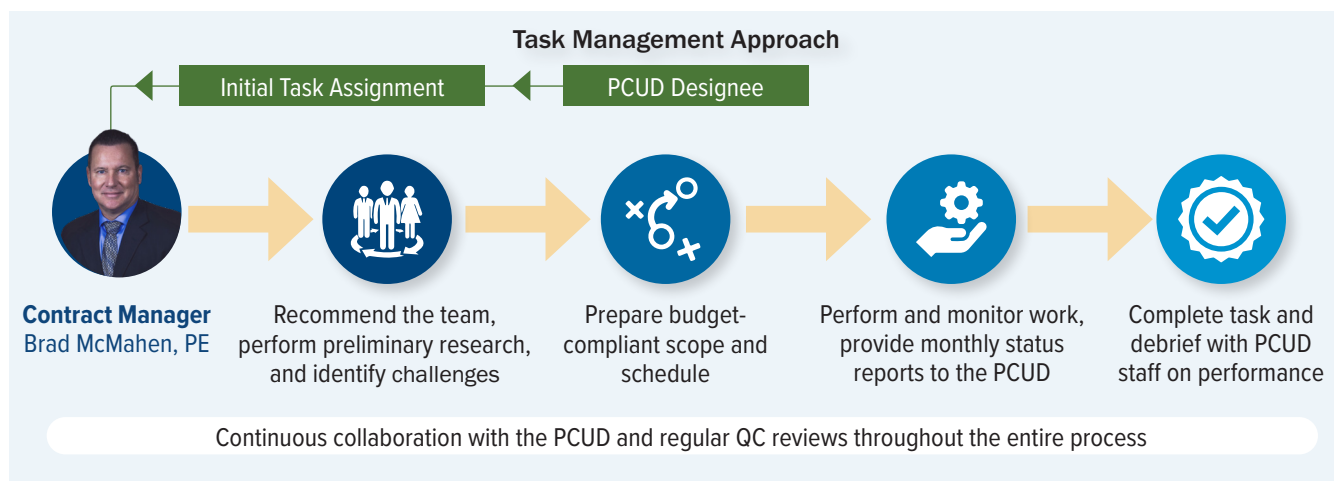
2. Definition & Planning

After the initiation of a proposed task, Brad will assign one of our highly qualified task managers and together they will identify a team of the best technical experts to work on the task. The team’s first action is always to brainstorm project challenges, evaluate the critical path, and develop a risk assessment and Risk Management Plan (RMP). The team will

then perform a desktop review and if needed, we will schedule a field review and invite PCUD staff to attend. RK&K will review existing plans, reports, and data to be used during the task and work with PCUD staff to identify any additional needed data. After we have a clear understanding of the project goals, work effort, and potential project challenges, we will prepare a clear, concise project scope, schedule, and budget.

Project Scope: The scope of work will be refined in close collaboration with the PCUD. Particular attention will be given to defining critical challenges and any project constraints, developing a completion schedule, and including key milestones. An important aspect of our approach is to identify any required permits needed to construct a given project during the project scoping phase. RK&K will prepare a technical approach and parameters for meeting the goals of each individual project/task once clearly defined. The technical approach for each assignment will elaborate on how the work will be accomplished and what measures will be required to develop viable alternatives, identify assumptions made in the preparation of the scope, and define submittal requirements.

Project Staffing, Budget, and Schedule: Once the project/task requirements are finalized, our task manager will assess the technical team to ensure they cover all the expertise necessary to execute the various scope items. If a particular skill set is missing, the task manager may make changes to the team. Brad and the task manager will finalize the project budget, which will be based on labor hour estimates developed for the proposed tasks of the project. The schedule will show work components planned week to week through the duration of the project. The schedule will be compressed where possible by managing execution of tasks concurrently and prioritizing tasks to meet key milestones and schedule constraints.



3. Execution

RK&K approaches every task assignment with efficiency and urgency in order to complete the assignment within a client’s preferred schedule. Once PCUD has authorized RK&K to proceed, an internal kick-off meeting will be held with the assigned staff to discuss roles/responsibilities, budget, schedule, and the quality control process. The task manager will then coordinate the team’s day-to-day activities and establish lines of communication that promote and foster creativity. Regularly scheduled internal progress meetings will be held between our contract manager and the designated task manager to discuss assignment status. Routine and regular progress meetings will be held with the PCUD staff to ensure you are continually informed of our activities.

4. Performance & Control

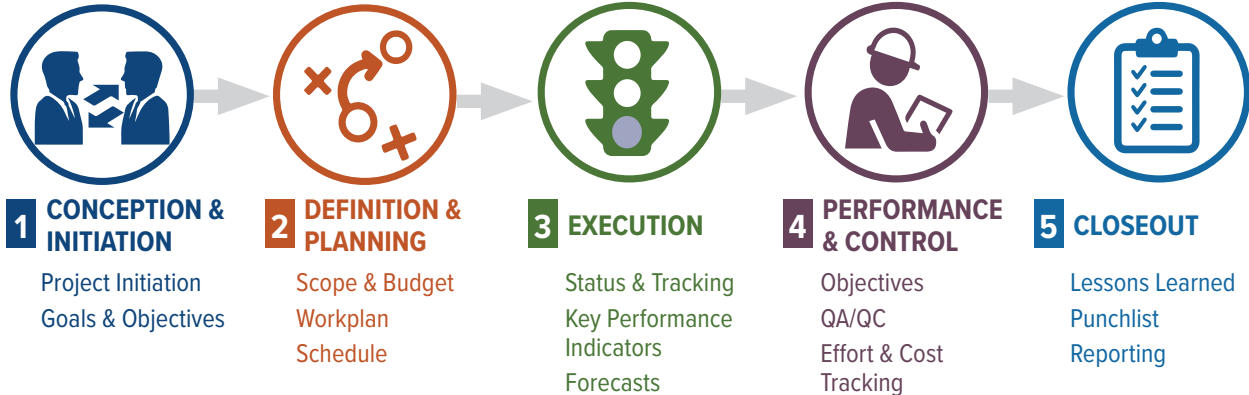
The scope of work will be implemented to include preliminary and final design, permitting requirements, and bidding and construction phase services, as appropriate. RK&K will work closely with the PCUD engineering and operations staff throughout project completion. RK&K takes pride in the high quality of work we produce – our clients have commented that we have raised the bar in what they expect in consultant’s work. To support tasks assigned to us by the PCUD, we have identified

a QA/QC Manager, **Mike Gaffney, PE**, who will engage with our task managers early and often. It is Mike's job to ensure that our task managers and technical teams deliver their best work on your tasks. We efficiently produce high quality deliverables by factoring in quality control review from the very beginning, during the planning stage when creating the task schedule. To avoid wasted effort and added costs, our task managers and Mike will work collectively to make sure each staff member conforms to our established quality control process. Additionally, our task managers will frequently coordinate with our team to confirm objectives are being accomplished and milestones are being met. By doing so, we guarantee that every technical deliverable receives adequate attention and care.

5. Closeout

Once final services have been rendered, RK&K will execute a clearly defined closeout plan to ensure completion of all project-related activities and tasks to assess the final status of overall project goals. To gain a better understanding of how to serve the PCUD, our team will conduct a thorough “lessons learned” analysis to identify areas for improvement, develop best practices and strategize how to apply these best practices to future PCUD projects. These valuable lessons learned will be documented and shared with the PCUD staff.

RK&K’S TASK MANAGEMENT PLAN



Key Service Factor		Approach to Best Serve the PCUD	
	Manage costs and schedule	<ul style="list-style-type: none"> Ensure scope of work is well defined at project outset to prevent scope creep Proactively utilize Delttek™ vision and other software to monitor and track project costs 	
	Deliver high quality services	<ul style="list-style-type: none"> Assign appropriate technical experts and support staff to meet project needs Identify and assign QA/QC staff at project outset and define QA/QC milestones 	
	Verify delivery of services	<ul style="list-style-type: none"> Provide PCUD staff with access to documentation verifying budget/schedule adherence Provide PCUD staff with access to all QA/QC documentation 	
	Promote communication	<ul style="list-style-type: none"> Identify project-specific points of contact for both RK&K and PCUD staff Provide updates via phone call, email, web-based video, and in-person meetings 	

Service Offerings

Our team will tailor our task order approach to the type of project assigned whether the services require stops at the investigative phase or goes from initial planning through construction closeout. Our Contract Manager, **Brad McMahan**, will work with PCUD staff to clearly define the key milestones, approach, and service needs based on the PCUD's specific project needs. Our team has the in-house ability to provide civil engineering; utility master planning and hydraulic modeling; water quality master plans and water conservation plans; water quality engineering, modeling, and evaluation; wastewater engineering, treatment, and evaluation; biosolids management design and operation; regulatory compliance and permitting for water and wastewater facilities; utility environmental affairs; well construction and abandonment; well head protection, water quality, and environmental assessments; feasibility studies for developing, improving and maintaining water, wastewater and reclaim water systems; structural engineering; electrical engineering; mechanical engineering; constructability plan review/value engineering; construction administration and construction observation-related engineering services; GIS database maintenance and support capabilities; and CADD design capabilities. Key services include:



Water

RK&K's water system evaluation, planning, design, and construction management includes studies and condition assessments; new construction, rehabilitation, upgrading and expansion of water treatment plants (WTP); raw water intakes; pumping stations; transmission/distribution mains; and storage facilities including raw water storage reservoirs and finished water storage tanks. Our firm's specialized experience in water distribution and transmission spans nearly a half-century during which time numerous projects were planned, designed, and placed into successful operation.



Wastewater

RK&K has vast relevant experience in the evaluation, planning, design, and construction management of wastewater treatment plants (WWTP), pumping stations, and transmission and collection systems. The projects have included new construction, rehabilitation, upgrading, and expansion of WWTPs, pumping stations, large-diameter force mains, and neighborhood collection systems. Our team is involved in studies to evaluate the adequacy and condition of existing facilities and to develop and evaluate alternatives to meet the current and future regulations and client needs.



Electrical/I&C

RK&K has a complete electrical engineering staff capable of full service design for all types of electrical power distribution and control systems. We have provided complete design and construction phase services for various types of facilities. These facilities include pumping stations, water and wastewater treatment facilities, and well houses. RK&K also has extensive experience in the design of supervisory control and data acquisition (SCADA) systems of all types. RK&K utilizes the latest in computer-aided design tools for power and lighting systems.

Assigning and Managing Project Team

One of the primary reasons we staff a project the way we do is to populate the project team with readily available and qualified personnel. This team is no exception—each person was chosen based on their experience and performance providing services under similar term contracts and their availability to perform the work. This includes our subconsultants which many times provide initial services that can delay projects from initiation.

In addition to term contract experience, our team has experience on hundreds of projects for cities, towns and counties across the East Coast. Our local experience, gained over many years working within Polk County and the surrounding municipalities on all types of projects, gives our team the experience and knowledge to provide new and innovative techniques that may be required on projects assigned under this contract.

The RK&K team has a proven track record for completing water/wastewater projects within the established time and budget constraints and to the satisfaction of our clients. With our flat organizational structure, RK&K's contract manager will

communicate directly with PCUD's project manager allowing for efficient decision making and effective collaboration. RK&K has assembled the right team with a system of support and cross checks to meet the needs of this contract. Our organizational capability is further enhanced by the redundancy of our combined staff. RK&K has 28 Florida-registered professional engineers in our Florida offices with the added support of 60 firm-wide and over 1,500 staff to utilize as resources if needed. We have organized our team to ensure that we have the staff and resources to deliver multiple concurrent task assignments, and that can to respond quickly in emergency situations.

We will utilize staff who possess recent experience on similar projects and are familiar with the applicable technical requirements, design criteria, design standards, review process, and permitting for each assignment when applicable. Staff levels, of course, will consider the technical needs and the budget and schedule needs of PCUD. We will be to develop the necessary balance of project management, senior professionals and junior staff to achieve the technical objectives of the assignment while also completing the project within the your

specified budget and schedule. With a large professional pool and stable workload, our team has the flexibility and resources to assign the appropriate level of expertise and resources required to effectively and efficiently complete the projects, simultaneously.

Quality Control Program

RK&K is committed to producing quality work products exceeding PCUD's requirements. Brad will implement quality control on each task assignment and our Quality Assurance/Quality Control (QA/QC) Manager, **Mike Gaffney, PE**, will perform quality assurance functions, ensuring all project plans, specifications, and engineering calculations are reviewed and checked in accordance with RK&K's QA/QC program.

Brad will work with a qualified and experienced QC reviewer who is not directly involved with the project to check the reports, plans, specifications, calculations and cost estimates prior to each submittal. The QC reviewer will review and check deliverables for correctness, completeness, and compliance with PCUD and project requirements. The reviewed documents are then returned to the project engineer for disposition of comments.

The project engineer will make the revisions or discuss the comments with the QC reviewer until all comments are addressed. When the QC reviewer is satisfied that appropriate revisions have been made, they will initial the QC stamp on the check prints and return the check prints to the contract manager. Mike will implement our QA program by ensuring that quality control activities are scheduled, performed, and documented. In addition, RK&K will provide documentation with each submittal certifying the QA/QC process was performed and will provide written responses to PCUD's comments with each submittal.

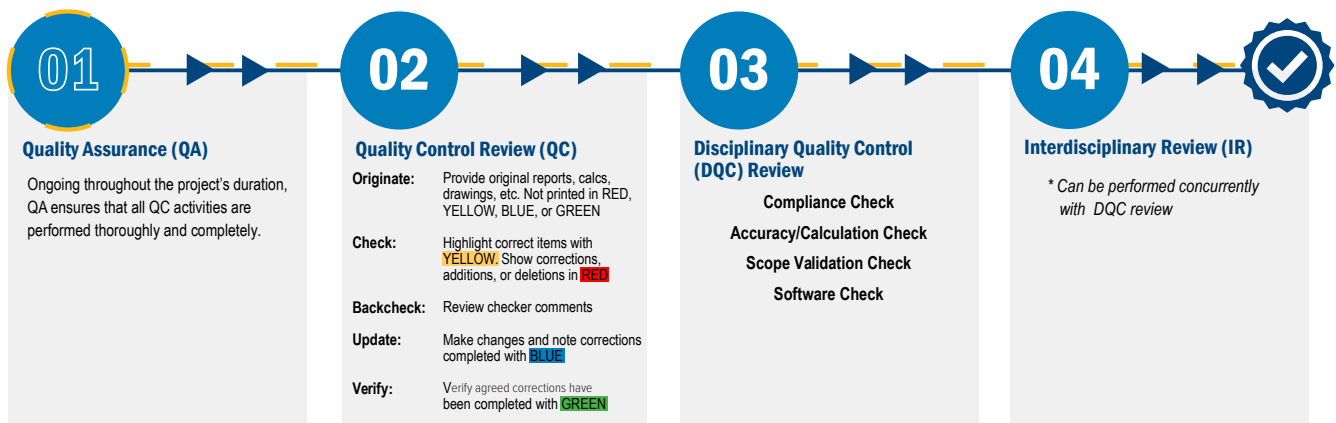
"Because of our partnering relationship with RK&K, we saved over \$400,000... This was due to the quality and completeness of the design specifications, and the partnering relationship between the owner, the contractor, and the engineer that was fostered by RK&K's competence, integrity, honesty, and experience..."

— Jeffrey Hines
York Water Company



RK&K is fully committed to providing our clients error free and technically sound documents. We have a firmwide QA/QC manual that outlines in detail our internal QA/QC process. This manual is updated annually to ensure the continuous improvement of our people and our processes.

Quality Control Review Process



Tab 3 Experience, Expertise, Personnel and Technical Resources





Leaders in Utility Design

Our engineers are experts in the field of Utility Engineering and Design. We are experienced in designing utilities for public and private clients and coordinating relocations with utility agencies including water, sanitary sewer, and other utilities. We are known for our comprehensive analysis of existing utility systems and the determination as to where utility conflicts exist with proposed construction. For 100 years, RK&K has partnered with municipal and private water and wastewater owners in the evaluation, studies, design, and construction services of a variety of projects.

Project Experience

RK&K serves water and wastewater utility owners clients in Florida through task-based ongoing services contracts. Over the last decade, we have completed thousands of project assignments under on-call professional services contracts, firm wide. These assignments have ranged in size from several hours of immediate response assistance to major deliverables. We will draw from our vast ongoing services contract experience to provide responsive, quality services to PCUD.

RK&K has selected reference projects to illustrate our depth of experience performing services related to the technical areas outlined in your RFP. We emphasize that our project experience is directly applicable to future utility projects outlined in your Capital Improvements Plan (CIP) and your RFQ. Below, we have a summary of a select annual contracts that demonstrate our ability to perform on water and wastewater annual contracts. On the following pages, we have highlighted more depth annual contracts with similar services and project types anticipated under the County's Utility Design Services & Regulatory Support Services contract.

Select Regional Water/Wastewater Contract Experience		
State	Contract Experience	Project Types
 Florida	City of Lakeland // Continuing Contract for Professional Municipal Engineering Services	● ● ● ● ●
	City of Marco Island // Marco Island On-Call Professional Engineering Services	● ● ● ● ●
	Deerfield Beach // On-Call Architectural & Engineering Services	● ● ● ● ●
	City of Plant City // Agreement for Engineering Services (IFB 21-020EN-FC)	● ● ● ● ●
	Seminole Tribe // Tribal-wide Professional Engineering Services	● ● ● ● ●
	Florida Governmental Utility Authority (FGUA) // Water and Wastewater Professional Continuing Engineering Services	● ● ● ● ●
	Indian River County // Utility Services Division Continuing Services	● ● ● ● ●
 Virginia	City of Virginia Beach // Annual Contracts for Public Utilities Projects	● ● ● ● ●
	Henrico County // Annual Engineering Services for Water and Sewer Extension Projects	● ● ● ● ●
	City of Richmond // Wastewater and Stormwater Engineering Services Annual Term Contract	● ● ● ● ●
	HRSD // Interceptor System Projects Annual Contract	● ● ● ● ●
	Stafford County // On-Call Engineering and Support Services for the Department of Utilities	● ● ● ● ●
 Maryland	Baltimore County // On-Call Water/Sewer Services	● ● ● ● ●
	Baltimore County // On-Call Sanitary Engineering Services	● ● ● ● ●
	Harford County // Open-End Engineering Services for Water and Wastewater Projects	● ● ● ● ●
	Baltimore County // On-Call Sanitary Sewer Rehabilitation Design Services, Contract #2012-03	● ● ● ● ●
 West Virginia	Mineral County // System-Wide Water and Wastewater Improvements	● ● ● ● ●
	Charles Town Utility Board // On-Call Water & Sewer General Services	● ● ● ● ●

PROJECT TYPE LEGEND: ● Water // ● Wastewater // ● Treatment // ● Pump Stations // ● Regulatory/Permitting // ● Other



PROFESSIONAL WATER AND WASTEWATER ENGINEERING

City of Marco Island | Marco Island, FL

RK&K provides on-call, task-based services to support the City of Marco Island with the implementation of capital improvement projects related to water and wastewater engineering services. Under this contract, RK&K provides support in the following technical areas: water distribution/ wastewater collection system engineering; groundwater, injection and aquifer storage and recovery (ASR) well design/analysis/permitting; site infrastructure/drainage/development design and permitting; regulatory permitting, reporting and engineering study preparation; and grant assistance. Tasks to date include:

ASR Operational Permit Renewal: RK&K assisted the City with the renewal of the Florida Department of Environmental Protection Operational Permit for the ASR and Secondary Water Quality Exemption located at the City’s Source Water Facility (SWF). The ASR system allowed for the injection of the surface water supply into an ASR wellfield for storage during months of increased rainfall and allowed for withdrawal for potable and non-potable irrigation systems uses during times of drought.

ASR Wellfield System Evaluation: The City provides potable and irrigation water to residents within their service area utilizing both surface and ground water sources. RK&K conducted a review of the City’s historical ASR operations in order to evaluate the wellfield’s ability to maximize permit allocations which are projected to meet future service demands. The review

determined that there is sufficient ASR capacity to meet future demands with more than a billion gallons of unused surface water available annually.

ASR Wellfield Conveyance System

Evaluation: RK&K evaluated the hydraulics of the City’s SWF, which included an ASR wellfield, the ASR wellfield piping and pumps, and the system operations and controls. The project includes a bi-directional model to evaluate hydraulic parameters for the ASR wellfield for both the injection and recovery cycles. This evaluation included preparing a “water hammer” analysis. RK&K provided a technical memorandum to include recommendations for improvements to the pumping, piping, valving and controls, as well as providing recommendations for operational practices.

Annual Wetlands Assessment and

Hydrogeological Report: RK&K is assisting with the preparation of the 3rd through 5th (current) Annual Wetland Assessment and Hydrogeological Report in accordance with the South Florida Water Management District (SFWMD) Permit No. 11-00080-W for the wetland located at the City’s SWF. During the last SFWMD permit renewal cycle, the City requested and was granted an additional dry season allocation from SFWMD for consumptive use.

Sampling Plan and Letter Report of Results for Sodium Hypochlorite Incident #9997:

In response to an



North Collier Boulevard Water Main Connection

accidental release of liquid NaOCl during a transfer procedure from a bulk storage tank to a 1,000-gallon capacity day tank at the City’s Hypochlorite Storage Area, RK&K prepared a soil and groundwater sampling plan and letter report of results on behalf of the City and brought closure to the release event.

North Collier Boulevard Potable Water Main Interconnection:

This task involves design, permitting, and bidding assistance for a 12-inch PVC to connect a recently constructed 12-inch polyvinyl chloride (PVC) potable water main (WM) along North Collier Boulevard with an existing six inch asbestos cement (AC) potable WM along North Barfield Drive. The purpose of the interconnection is to improve system hydraulics and the overall level of service for the area. The proposed pipe will extend across a City-owned park located at the southwest corner of the intersection of North Collier Boulevard and North Barfield Drive. The existing 12-inch PWM was constructed with a valve and blind flagged stub out allowing for this connection while the six-inch connection includes a transition to PVC.

Size & Cost	Project Representative	Firm's Responsibility	Change Orders
<ul style="list-style-type: none"> Size: Varies by task Cost: Varies by task 	Sonia Iszler Utility Engineer 50 Bald Eagle Drive, Marco Island, FL 34145 P 239.389.3963 E SIszler@cityofmarcoisland.com	<ul style="list-style-type: none"> Prime Services Provided: Water and Wastewater Evaluation and Design, Regulation/ Permitting Assistance 	<ul style="list-style-type: none"> N/A Time Extensions Required: N/A
Completion Date			
<ul style="list-style-type: none"> Varies by task (Contract Ongoing) 			

ON-CALL ARCHITECTURAL & ENGINEERING SERVICES

City of Deerfield Beach | Deerfield Beach, FL

Under an on-call contract for the City Deerfield Beach, RK&K provides engineering services on a work order basis for various public utilities projects. Tasks in this contract are hydrogeological, engineering, and construction support that includes studies, reports, permitting, design, and construction management for the City’s capital improvements program.

In addition to more typical engineering planning and support, RK&K has provided specialized services that include assembling standards and specifications for the West Water Treatment Plant (WTP) electrical, instrumentation and controls, and design services required to replace obsolete WTP controls and instrumentation. The controls project includes the replacement of the facilities control console and panels that are more than 40 years old. Over the time in service, numerous upgrades have

occurred without documentation resulting in mismatched components and no operational instructions for WTP staff. The work involved documenting the existing controls and developing a design to integrate the hardwired controls into the plant’s SCADA system, replacement of the console, and upgrading the control room to current industry best practices and standards. The WTP had countless alarms that provided no clear direction for the staff. The alarm remediation work involved developing an alarm philosophy for the plant, analyzing alarm issues, and implementing the changes to improve operator situation awareness and eliminate numerous nuisance alarms.

RK&K also provides specialized hydrogeologic support for Upper Floridan Aquifer (UFA) well rehabilitation to improve the City’s groundwater supply wells. This included evaluation



of the City’s groundwater supply wells along with the preparation of contract documents and assisting with bidding for the well rehabilitation project.

Our successful history, with the City of Deerfield Beach has resulted in the RK&K team being recently selected for the City of Deerfield WTP expansion project. This project is estimated at nearly \$30M and will integrate our historical work into the upgrade and expansion of the City’s advanced treatment WTP.



Size & Cost

- Size: Varies by task
- Cost: Varies by task

Completion Date

- Varies by task (Contract Ongoing)

Project Representative

Josh Niemann, Water Plan Superintendent
 150 NE 2nd Avenue, Deerfield Beach, FL
 P 954.540.0447
 E jniemann@deerfield-beach.com

Firm's Responsibility

- Prime
- Services Provided: XYZ

Change Orders

- N/A
- Time Extensions Required: N/A

INTERCEPTOR SYSTEM PROJECTS ANNUAL CONTRACT

HRSD | Hampton Roads, VA

RK&K is providing engineering services on a work order basis for various interceptor sewer system improvements projects for HRSD throughout Hampton Roads. To date, RK&K has provided engineering services for over 75 tasks. These tasks have included valve replacements, force main replacement and relocation; vault abandonment; pump station rehabilitation and replacements; and emergency piping repairs. Relevant tasks include:

Birchwood Trunk 24-inch and 30-inch Force Main at Independence Boulevard Replacement Phase II: RK&K is performed preliminary engineering services for the replacement of 350 LF of 24-inch flat bottom concrete force main due to risk of failure. Scope of work includes the evaluation of potential alignments considering hydraulic and operational requirements, maintenance of traffic, potential stakeholder impacts, easement acquisition requirements, utility conflicts and impacts, permitting, environmental impacts, and cost implications.

Bethel-Poquoson Force Main Replacement Phase II: RK&K prepared preliminary engineering, design, and construction phase services for the replacement of 3,700 LF of 20-inch reinforced concrete force main based on available topographic mapping and improvement plans provided by VDOT in the Wythe Creek Road right-of-way.

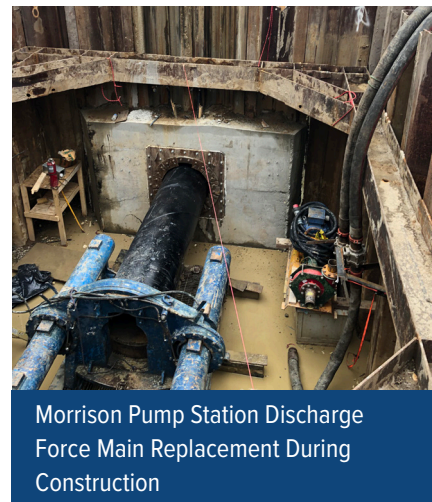
Croaker Road Interceptor Force Main Relocation: RK&K provided conflict analysis and design of the relocation for approximately 1,800 LF of existing 24-inch ductile iron (DI) force main as part of VDOT's improvements to State Highway Route 607 (Croaker Road). Working

closely with VDOT's design consultant, we identified drainage system design revisions that eliminated the need to relocate the force main saving VDOT \$500,000 of relocation costs.

Foxridge, Woodland Road, and Fox Hill Gravity Sewer Rehabilitation: RK&K is providing engineering services for the rehabilitation of 7,650 LF of gravity sewer and associated laterals and manholes. Ownership of these HRSD owned assets will be conveyed to the City of Hampton upon project completion.

Great Bridge Interceptor Extension 16-inch Replacement: RK&K prepared a preliminary alignment analysis to prioritize a replacement alignment corridor and a PER to further refine the replacement and upgrade of 6,000 LF of 16-inch asbestos concrete force main. RK&K is progressing design of the improvements including maintenance of service planning and coordination with the City of Chesapeake.

Hampton Trunk Sewer Extension Division K Gravity Improvements: RK&K prepared a PER and design plans for improvements to 3,700 LF of 30-inch gravity sewer from the intersection of East Taylor Avenue to the existing Willard Avenue Pump Station. RK&K reviewed existing CCTV data of the gravity sewer completed in 2017 and associated manholes requiring point repairs. The PER and design plans included executive summary, risk register, conceptual plans, project schedule, manhole inspection and elevation data, service maintenance, traffic details, direct service connection locations for survey limits, and utility research, and an AACE Class 4 project cost estimate. This project was combined with an



Morrison Pump Station Discharge Force Main Replacement During Construction

adjacent pump station replacement and progressed through final design featuring replacement of existing manholes/vaults and a few point repairs.

Middlesex County Saluda Sewer Collection System - Phase I: RK&K developed a Technical Memorandum for approximately 850 feet of gravity sewer necessary to extend sewer service to the Phase 1 Saluda service area. The project included 300 linear feet of sewer aligned southeasterly from the intersection of Bowden Street and Oakes Landing Road and approximately 500 linear feet westerly along School Street.

Morrison Pump Station Discharge Force Main Replacement & Capacity Enhancements: Project involved replacing and rerouting approximately 850 LF of 12-inch AC force main with 16-inch HDPE pipe from Morrison Pump Station to the connection point at the main trunk across the CSX railroad. Project features include a horizontal directional drill beneath a stream crossing and a micro-tunnel under the CSX Railroad ROW. Services included maintenance of service planning, construction administration, field engineering and full-time inspection.

Size & Cost

- Size: Varies by task
- Cost: Varies by task

Completion Date

- Varies by task (Contract Ongoing)

Project Representative

Tim Marsh | Project Manager
 1434 Air Rail Avenue
 Virginia Beach, VA 23455
 P 757.460.7090
 E tmarsh@hrsd.com

Firm's Responsibility

- Prime
- Services Provided: Sewer System Design/Relocation; Pump Station Rehabilitation; Emergency Repairs

Change Orders (CO)

- COs: Varies by task
- Time Extensions Required: Varies by task

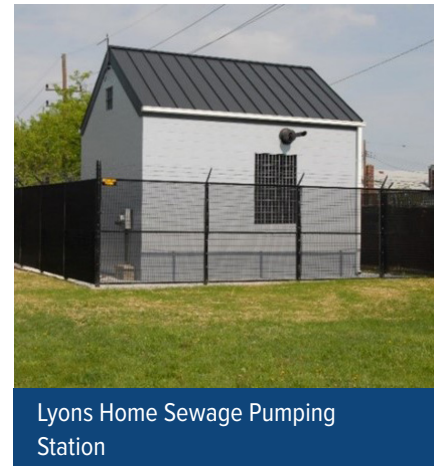


ON-CALL ENGINEERING SERVICES FOR PUMPING STATIONS

Baltimore County | Baltimore, MD

Under four consecutive on-call contracts spanning 17 years, RK&K provides engineering assessments, evaluations, studies, designs, bidding, and construction phase services for 63 pumping station upgrades (40 rehabilitations and 23 complete replacements) to comply with Baltimore County’s Consent Decree (CD). These projects range from complete replacement to upgrade of specific system components such as pumps, grinders, screens, piping systems, variable frequency drives (VFDs), I&C/SCADA, switchgear, standby power generators, HVAC, plumbing, hydrogen sulfide and odor control systems, architectural features, structural modifications, concrete rehabilitation, and site improvements.

Services include the completion of engineering condition assessments and preliminary design reports (PDRs) for sewage pumping stations and water pumping stations ranging in capacity from 100 gpm to 80 mgd. The design of these pumping stations involve many challenges including obtaining temporary construction easements and property acquisition, temporary bypass pumping of up to 70 mgd, replacement of vertical-shafted sewage pumps with dry-pit submersible sewage pumps, replacement of motors from 3 HP to 1,000 HP, design of both low- and medium-voltage electric service and distribution systems, design of VFDs and new pump control systems, retrofitting influent sewage grinders



Lyons Home Sewage Pumping Station

into existing channels and an existing screen room, stone façade restoration, a high-head series pumping application, biological odor control and ozone odor remediation systems, and design of various crane and hoisting systems for equipment removal and replacement.

<p>Size & Cost</p> <ul style="list-style-type: none"> ▪ Size: Varies by task ▪ Cost: Varies by task 	<p>Project Representative</p> <p>John Krysztofiak, Pumping Station Engineer 111 West Chesapeake Avenue, Room 219, Towson MD 21204 P 410.887.3762 E jkrysztofiak@baltimorecountymd.gov</p>	<p>Firm's Responsibility</p> <ul style="list-style-type: none"> ▪ Prime ▪ Services Provided: Sewer Main Rehabilitations; Wastewater Pumping Stations; Conveyance System Hydraulic Evaluations; Conveyance System Conditional Assessments 	<p>Change Orders</p> <ul style="list-style-type: none"> ▪ Varies by task ▪ Time Extensions Required: Varies by task
<p>Completion Date</p> <ul style="list-style-type: none"> ▪ Varies by task 			

SPOTSYLVANIA COUNTY BASIC ORDERING AGREEMENT

Spotsylvania County | Spotsylvania, VA

RK&K provided water and sewer infrastructure planning, design and construction support services for water mains, sewer mains, and pump stations. Tasks have included:

Country Club Estates Water Main

Replacement: The project involved the design of approximately 6,000 LF of new 6-inch and 8-inch water mains replacing existing water mains serving approximately 40 properties within a residential area. It included an open cut crossing of Route 2, which required approval from VDOT.

Olde Greenwich Sewer Replacement:

RK&K provided design services for the replacement of the existing sanitary sewers located in the fenced, congested backyards of townhome properties along Olde Greenwich Circle. The existing sewer and manholes were replaced with approximately 650 LF of new PVC sewer main and six new sanitary manholes. All sewer laterals were replaced from the sewer main up to the easement line. The project included the preparation of approximately 20 easement plats.

Courtland High School Force Main and

Water Main Extension: This project included the design of 3,500 LF of 12-inch diameter force main and 3,000 LF of 12-inch diameter water main, as well as the rehabilitation of several existing sanitary sewer manholes. The newly rerouted force main discharges to an existing 12-inch gravity sewer, relieving some of the flow from the existing 8-inch gravity sewer.

Route 1 12-inch Water Main Extension:

RK&K is responsible for engineering and design services for three phases on 14,000 LF of 12-inch ductile iron water main along Jefferson Davis Highway and North Roxbury Mill Road from Massaponax Church Road to Larkinchev Road. The project included an open cut installation at the Ni River crossing. A trenchless pipe crossing of Route 1 is also included in this project near the North Roxbury Mill Road intersection. RK&K's subconsultant performed a geotechnical evaluation to deter the depth of rock likely to be encountered. RK&K performed a PDR to present alignment alternatives for approximately 3,000 LF of the alignment. Design services also included environmental assessment, erosion and sediment control plans, maintenance of traffic plans and a detailed estimate of probable construction cost.

Pump Station 24 and Pump Station 23

Replacement: RK&K is providing design, bidding and construction support services for the replacement and relocation of two aging pump stations and the installation of approximately 3,800 LF of 12-inch force main replacing existing force main and 500 LF of gravity sewer main crossing the Ni River. The project is primarily located within a national park. Also included is the replacement of approximately 6,200 LF of existing 16-inch asbestos cement water main with new 12-inch ductile iron water main, running parallel to the new force main. RK&K performed a hydraulic assessment and preliminary layout the new pump stations before moving on to



the detailed design phase of the project, which includes detailed profiles for the new pipelines, as well as electrical and structural drawings for the new pump stations. The new Pump Station 24 utilizes a recessed suction lift pump.

Harrison Road 24-inch Water Main:

RK&K provided engineering and design services for approximately 16,000 LF of new 24-inch ductile iron water main along Salem Church Road, Harrison Road and I-95. The project includes trenchless pipe crossings of I-95, the Ni River, and other VDOT roadways throughout the project area. RK&K's staff worked with a geotechnical subconsultant to perform soil borings along I-95 and in other key locations throughout the project to evaluate the feasibility of the trenchless crossings. RK&K performed an environmental assessment to delineate the existing wetlands and waterways present throughout the project area and worked with the various permitting agencies to obtain the necessary permits for this work prior to construction. Also included in the project is the design of a pressure reducing valve vault located off of Harrison Road. RK&K's design services included the preparation of detailed erosion and sediment control plans, maintenance of traffic plans, easement plats, and a detailed estimate of probable construction cost.

Size & Cost

- Size: Varies by task
- Cost: Varies by task

Completion Date

- 2021

Project Representative

Ronnie Baker, PE | Project Manager
600 Hudgins Road,
Fredericksburg, VA 22408
P 540.507.7325
E rbaker@spotsylvania.va.us

Firm's Responsibility

- Prime
- Services Provided: Water and Wastewater Pipeline Design, Geotechnical, Survey, SUE, Environmental

Change Orders

- Varies by task
- Time Extensions Required: Varies by task

Organizational Chart

Our Contract Manager, **Brad McMahan, PE** will serve as your single point of contact and work closely with the PCUD to provide the right resources and responsive, high-quality services for this contract. He and our design team offers the technical and multi-disciplinary expertise necessary to deliver tasks successfully for PCUD. The organizational chart of our staff and subconsultants is provided below. Following that, resumes for our team's key personnel showcasing their background and experience.





BRAD MCMAHEN, PE

Contract Manager

Years of Experience

26

Education

Bachelor of Science,
Environmental
Engineering, University of
Central Florida, 1997

Registration

- Professional Engineer:
FL, 2005 (#62966)

Brad's experience includes planning, permitting, design, and construction of pump stations, water treatment plants and wastewater treatment plants for municipal clients in Florida. He also has extensive experience providing management consulting for public and private clients with water/wastewater utility system valuations, assisting with utility system mergers and acquisitions and preparing cost-of-service studies. He holds multiple wastewater patents and has an extensive history of experience that includes the preparation of utility master plans, capital improvement programs, technical and financial analyses, as well as hydraulic modeling and evaluation.

Project Experience

City of Marco Island | Aquifer Storage and Recovery (ASR) Permit Renewal, Marco Island, FL: Project Engineer assisting with the preparation of the documentation in support of the application to renew the operational permit for the City's ASR system. The City has utilized the existing ASR system to balance their water supply by directly treating and distributing or blending the recovered water with reuse water prior to distribution. The ASR facility has been in operation under Florida Department of Environmental Protection (FDEP) Operation Permit since 2010. (Fees: N/A)

City of Marco Island | North Collier Boulevard Potable Water Main Interconnection, Collier County, FL: Project Manager/Engineer-of-Record for the permitting, design, and construction management of an interconnection of a 12-inch Polyvinyl Chloride (PVC) Potable Water Main (PWM) along North Collier Boulevard and North Barfield Drive. This project interconnected existing water transmission mains to provide for improved hydraulics and service reliability to the area. (Fee: 33K)

Florida Governmental Utility Authority | Lehigh Acres Wastewater Treatment Plant Deep Injection Well/ Reclaimed Water Storage and Pumping Station, Lehigh Acres, FL: Engineer-of-Record and Design Engineer provided services including planning, modeling, design, permitting, bidding, shop drawing review, construction management, and start up. He projected reclaimed water demand for the service area to determine storage, pumping, and piping requirements which were the basis of design. Brad performed provided local and state permitting as well as hydraulic and transient surge modeling for piping up to 24-inches in diameter. In addition, his design ensured that the storage, pumping, and conveyance system would provide enough flow and pressure to deliver reclaimed water to either a public access reclaimed water system and have the ability to divert the flow to a Class I deep injection well when required. Brad prepared 30%, 60% and final plans and specifications that included civil, mechanical, structural, electrical and instrumentation/control engineering drawings. (Fee: TBD)

City of Venice | Ductile Iron Water Main Replacement, Venice, FL: Design Engineer provided services to include planning, modeling, design, and permitting. Brad completed pipeline route surveys residential communication program to include a web based real time GIS update system. He also provided a design to reduce traffic interference, restoration, and conflicts with the developed tree population. Brad's design included both conventional and micro-tunneling technologies as required to avoid the dense tree root systems, residential driveway disruption, traffic disruption, and the vast existing local subsurface infrastructure. (Fee: TBD)

City of Marco Island | Professional Services Library: Water and Wastewater Engineering Services, Marco Island, FL: Contract Manager for this task-based services contract supporting the City of Marco Island with the implementation of capital improvement projects related to water and wastewater engineering services. Under this contract, RK&K provides support in the following technical areas: water distribution/wastewater collection system engineering; groundwater, injection and aquifer storage and recovery (ASR) well design/analysis/permitting; site infrastructure/drainage/development design and permitting; regulatory permitting, reporting and engineering study preparation; and grant assistance. (Fee: N/A)



MICHAEL WALDRON, PG

Hydrogeological Services & Water, Wastewater, and Reclaimed Water Facilities

Years of Experience

34

Education

Bachelor of Science,
Geology, State University
of New York - College at
Oswego, 1983

Registration

- Professional Geologist:
FL, 1996 (#PG1948);
also in GA and VA

**Experience from a
prior employer*

Michael is a professional geologist with three decades of experience in the water resources and environmental fields and has served as project manager and technical lead for numerous injection-well and water supply well construction projects. Mike has extensive knowledge regarding Class I injection wells for disposal of wastewater, reclaimed water, and desalination concentrate. He has performed and directed programs for the design, permitting, permit renewals, mechanical integrity testing, and construction-management of Class I injection well systems and Class V aquifer storage and recovery (ASR) well systems. Michael also has managed many projects involving water supply well design and construction, as well as well performance rehabilitations and well-design modifications.

Project Experience

City of Miramar | East Water Treatment Plant Improvements, Water Well Design and Construction, City of Miramar, FL: Hydrogeological Lead for the design-build team developing the East Water Treatment Plant modification from lime softening to membrane filtration treatment. Work included the design of and management during the construction for four replacement water supply wells in the Biscayne Aquifer to serve the nanofiltration treatment facility that was under construction. The four newly installed wells were able to each produce 2.5 million gallons per day, replacing the producing capacity of all nine existing wells that were more than 40 years old. (Fee: 30K)

City of Marco Island Utilities | Consumptive Use Permit Renewal, Marco Island, FL: Technical Manager for the preparation and review of supporting documentation for a consumptive use permit renewal for the Marco Island public water system, which included three alternative water supply sources. The project included impact assessment, historical and project water demands, administration, and preparation of historical records for a 20-year permit renewal and increased allocation. (Fee: 16K)

Orange County Utilities | Influent Pump Station Dewatering Consulting, Orange County, FL: Project Manager provided consulting services for the final stages of dewatering for the Orange County Water Reclamation Facility (WRF) Influent Pump Station (IPS) construction. Services for this project included data analysis of the dewatering plan and existing dewatering system and consulting for the General Contractor constructing the 45-foot deep excavation for the subgrade concrete pour. (Fee: 18K)

City of Sanford | Wellfield Evaluation and Wellfield Maintenance Plan, Sanford, FL: Project Manager evaluated the available Hidden Lakes wellfield information and typical causes of bacteriological issues in the wellfield, including: the age of the individual well and related cement sheath age and competency, and the well construction method (mud rotary or cable tool); and heavy seasonal rainfall events and the presence of septic tanks near wellfields; and the potential relationship between rainfall-event severity and past bacteriological monitoring results. As part of a maintenance plan submittal, Mike also updated the wellfield database and prioritized individual well assessments to recommend appropriate actions as part of the larger goals to improve the production capacity of the wellfields and improve water quality and enhance the sustainability of the City's allocated water supply. The Plan also included new wellfield rotation schedules based on modeling of upcoming effects from varying well flows and combinations. (Fee: N/A)

***St. Johns River Water Management District | ASR Demonstration Project, City of DeLand Airport Site, DeLand, FL:** Project Manager during the construction and testing of one, upper Floridan Aquifer ASR well and two, storage-zone monitor wells for the SJRWMD ASR Demonstration Program. Responsibilities included Underground Injection Control (UIC) permitting and construction management, including agency reporting and coordination with District, City of DeLand, driller and field staff. He managed the design-build construction and operational testing for the first-ever installation of chemical deoxidation for pretreatment of ASR recharge water to eliminate subsurface leaching of metals. (Fee: N/A)



DEAN FOOTE, PE

Electrical Engineering

Dean is a licensed Professional Engineer and a Registered Communications Distribution Designer (RCDD) with 30 plus years of SCADA and PCS system design and implementation experience in the water/wastewater industry. He is well-versed in treatment processes and has worked on all aspects of treatment plant automation, ranging from small-batch treatment plants to some of the largest treatment plants in North America with complex processes. Dean's areas of expertise include process optimization, SCADA and instrumentation design, telecommunications, and cybersecurity.

Years of Experience

33

Education

MS, Information Systems,
Shippensburg University,
2000

BS, Electrical Engineering
Technology, Pennsylvania
State University, 1990

Coursework, Engineer
Officer Basic Course, U.S.
Army, 1992

Coursework, Officer
Candidate School, U.S.
Army, 1990

Registration

- Professional Engineer:
FL, 2021 (#92293); also
in VA and PA

Project Experience

[City of Deerfield Beach | On-Call Architectural & Engineering Services, Task - IC Console Removal for Lime Plant, Deerfield Beach, FL](#): Project Manager and Lead Design Engineer for this ongoing project to replace the WTP's control console and instrumentation panel. The console and panel are more than 40 years old and numerous upgrades that occurred over this time were not documented. The work involved documenting the existing controls and developing a design to integrate the hardwired controls into the plant's SCADA system, replacement of the console, and upgrading the control room to current industry best practices and standards. The alarm remediation work involved developing an alarm philosophy for the plant, analyzing alarm issues, and implementing the changes to improve operator situation awareness and eliminate numerous nuisance alarms. (Fee: 181K)

[Orange County Utilities Department | Radio Study for Wastewater Pump Station SCADA System, Orlando, FL](#): Project Manager for this project to evaluate communications alternatives for OCU's 700 plus remote pump stations. Work included current state development, identification of functional requirements, network data traffic analysis, cybersecurity analysis, and communications recommendations for the next five to ten years to support OCU's needs. (Fee: N/A)

[South Florida Water Management System | SCADA Master Plan, Various Locations, FL](#): Technical Lead responsible for defining functional requirements for their new HMI as well as analyzing the system architecture to improve overall communication system performance for 1,200 remote sites with MOSCAD and ACE RTUs. (Fee: N/A)

[Orlando Utilities Commission | Alarm Management and Remediation, Orlando, FL](#): Dean served as principal-in-charge for the alarm management and remediation project that followed ANSI/ISA standard 18.2-216 Management of Alarm Systems for the Process Industries. Work included development of real-time alarm and event dashboards and KPIs using Splunk through a link to iFIX alarm and event logs. Work also included development of an Alarm philosophy and comparing the existing alarms at the eight WTPs to the alarm philosophy and evaluating each unique alarm for necessity, priority, limits versus normal operating range, alarm description for clarity and consistency and alarm dependencies. (Fee: N/A)

[Orlando Utilities Commission | High Performance HMI Style Guide, FL](#): Principal-in-Charge for developing HMI philosophy TM and HMI style guide along with display mockups for Utilities, eight water treatment plants, and distribution system. The philosophy and guide were developed through a series of workshops with the Utilities operations, maintenance, and management staff and followed ISA 101 Human-Machine Interface and High-Performance HMI Handbook. (Fee: N/A)

[City of Marco Island | Operation and Maintenance Manual Update, City of Marco Island, FL](#): Electrical and Control Systems Engineer responsible for updating the electrical and I&C portions of the O&M manual. (Fee: 21K)



ENRIQUE TAMAYO

Constructability Plan Review/Value Engineering

Enrique has experience in civil and transportation engineering to include construction and design project management, construction engineering, and inspection, structural design – bridge design and miscellaneous structures, roadway and drainage design, commercial and residential design and construction, traffic operations, maintenance engineering and planning, and public transportation.

Years of Experience

29

Education

Master of Science, Construction Management, Florida International University, 1998

Bachelor of Science, Civil Engineering, Florida International University, 1994

Registration

- Professional Engineer: FL, 2021 (#53890)

**Experience from a prior employer*

Project Experience

FDOT | D6 NW 87th Avenue Reconstruction from 74th Street to 103rd Street and Okeechobee Road, Miami-Dade County, FL: Project Manager responsible for the management of roadway reconstruction, construction of new roadway, construction of a new bridge over the C-6 (Miami Canal), and drainage that involved both french drain and canal outfalls. Extensive coordination was provided for the water main installation for Miami-Dade Water and Sewer and the Town of Medley facilities crossings of the Florida East Coast Railway and the Miami Canal. Additional scope elements included new signalization, lighting, bulkhead retaining wall, concrete piling, canal bank rubble rip rap, concrete barrier wall, sidewalk and pedestrian ramps, new bicycle lanes, asphalt placement, a new Florida East Coast Railway at-grade crossing, as well as signing and pavement markings. The contractor achieved the maximum incentive for the project. (Fee: 3M)

*** Alton Road (SR 907) from 5th Street to Michigan Avenue and Collins Avenue (SR A1A) from 5th Street to Lincoln Road, Miami-Dade County, FL:** Senior Project Engineer oversaw of the roadway and bridge construction projects along these corridors in Miami-Dade County, totaling approximately \$50 million in construction. The scope of work included roadway reconstruction, milling/resurfacing, bridge rehabilitation, watermain installation (JPA), drainage, concrete features, signalization, lighting, landscaping, signing and pavement markings. Responsible for the administration of the construction contracts and the CEI oversight contract and the preparation of project documentation and public information efforts. (Fee: N/A)

*** Miami Gardens Drive, Miami-Dade County, FL:** Sr. Project Engineer responsible for the oversight of three projects along Miami Gardens Drive and Florida's Turnpike totaling approximately \$25 million. Scope of work includes roadway widening, reconstruction, resurfacing, bridge reconstruction, drainage installation, lighting installation, signalization installation, landscape installation, signing and pavement markings, and utility installation. (Fee: N/A)

*** Commercial Boulevard, FDOT Broward County, FL:** Sr. Project Engineer responsible for the oversight of the approximately \$4 million milling and resurfacing of a heavily congested, urbanized section of Commercial Boulevard in Broward County. The limits of the project include the District 4 Headquarters Office and countless businesses and residential communities. The scope includes resurfacing, construction of drainage, lighting, signalization, concrete sidewalk, sign structures, medians, landscaping, etc. He coordinated this project with three adjacent projects to include FDOT Turnpike, FDOT Tolls, and an in-house FDOT Ft. Lauderdale Operations Office. (Fee: N/A)



RON MATTINGLY, PE

Mechanical Engineering

Years of Experience

35

Education

Bachelor of Science, Civil Engineering, University of Missouri, 1986

Registration

- Professional Engineer: FL, 2003 (#59809)

Ron brings experience in design and construction of infrastructure projects. For the past two decades the majority of his work has been related to municipal water and wastewater projects, including water transmission/distribution systems and wastewater collection/conveyance projects. Ron has significant experience in utilization of trenchless pipe installation technologies, including HDD and pipe bursting. Having worked both in the office as a utilities designer and in the field as an inspector/resident engineer/construction manager, Ron brings a unique blend of experience to each project.

Project Experience

City of Fort Lauderdale | Bayshore Drive Intracoastal Waterway Crossing Design-Build, Fort Lauderdale, FL: Project Manager for this project that involves replacing an aging, existing 18-inch force main in a highly developed corridor with approximately 3,500 LF of 20-inch HDPE pipe. The design is based on extensive use of HDD construction techniques to minimize disruption. (Fee: 190K)

Broward County | North Regional Reclaimed Water Transmission Main, Broward County, FL: Project Manager/Lead Engineer for discontinuation of Broward County's ocean outfall for wastewater discharge, per the regulatory requirements established by the FDEP. The project included the design of a 42-inch reclaimed water transmission main that runs along a route that crosses a large intersection of two major arterial roadways. One of the most critical aspects of this project was to minimize disruption to traffic flow that would cause congestion on these important transportation corridors. To address this need, RK&K designed the transmission main crossing to be constructed using HDD methods that pass beneath the roadway and limited open cuts to pits needed for drill entry/exit points. (Fee: 35K)

Seminole Tribe of Florida | Big Cypress Mabel T. Frank Parcel Unit Development (PUD), Hendry County, FL: Senior Project Engineer/Project Administrator responsible for directing CEI efforts. He provided oversight and managed all on-site inspection services, and directed CEI services for the construction of roadways, storm water management facilities, water mains, gravity sanitary sewer main installation, force main and lift station installation, electrical services, street lighting, landscaping, and irrigation. (Fee: N/A)

City of Sunrise | Escape & Valencia Water Main Pipe Bursting, Sunrise, FL: Project Manager for the replacement of over 35,000 LF of water main. Initially designed anticipating the contractor would use open cut and trench methods to replace the water main, the City added an option to bid the project using alternative construction methods—specifically, pipe bursting existing aging water mains, and replacing with size-on-size pre-chlorinated and pressure tested HDPE water mains. As part of the project, existing water services, meter boxes, gate valves, and fire hydrants were replaced. The use of pipe bursting significantly reduced the amount of paving and grading. Key portions of the community's roadways still needed to be milled, resurfaced, and restriped. Ron was critical in working on behalf of the City to push the contractor to complete the job's restoration phase and manage local complaints by residents and business owners impacted by construction of the project. (Fee: 420K)

Hampton Roads Sanitation District (HRSD) | Interceptor System Projects Annual Contract, Hampton Roads, VA: QA/QC Reviewer for various interceptor sewer system improvements for the HRSD. These tasks have included valve replacements, force main replacement and relocation; vault abandonment; pump station rehabilitation and replacements; and emergency repairs. (Fee: 800K)



KELLY DUFFY, PE

Wastewater Engineering

Kelly has been involved with WWTP and collection system projects through all phases for both conventionally bid and design-build projects. She has completed numerous WTP wastewater treatment on-call tasks, as well as stand-alone projects. She works on both liquids and solids unit processes, utilizing a variety of equipment and systems.

Years of Experience

25

Education

Master of Science,
Environmental
Engineering, University of
Massachusetts, Amherst,
1998

Bachelor of Science,
Agricultural and
Biological Engineering,
Cornell University, 1996

Registration

- Professional Engineer: VA, 2020 (#402062319); also in MD, DE, GA, and PA

Project Experience

[Anne Arundel County | Open-End for A/E Services Professional Services \(Agreement Nos. 8570 & 10509\)](#)

Anne Arundel, MD: Task Manager responsible for wastewater treatment related tasks, including non-potable water system evaluation for the Patuxent Water Reclamation Facility (WRF), Blower Building Evaluation, a demolition project and final design at the Broadwater WRF and residuals treatment evaluation for the Broad Creek and Crofton Meadows WTPs. (Fee: 93K)

[Harford County | Open-End Engineering Services for Water and Wastewater Projects, Harford, MD:](#)

Project and Contract Manager for the design and construction phase services for water/wastewater treatment facilities. Tasks include Sod Run WWTP Digester Evaluation: digester evaluation and recommended improvements through 13 technical memoranda; Sod Run WWTP Misc. Improvement: final design of access platforms in the denitrification filter gallery; replacement of primary sludge fermentation waste pumps; replacement of the digester recirculation pumps maintaining the flow and head conditions of the existing pumps and replacement of the methanol storage tank with a stainless steel single walled tank that does not utilize a floating roof; Sod Run WWTP UV System: design of a new UV system to replace existing gaseous chlorination system for this 20-mgd facility. Laboratory Evaluation: involving the evaluation of consolidating the water/wastewater treatment laboratories. (Fee: 720K)

[Anne Arundel County | Broadneck WRF ENR Upgrade and Expansion, Anne Arundel, MD:](#)

Deputy Project Manager responsible for the schematic design, design development, final design, and construction phase services to upgrade a 6 MGD secondary treatment facility to achieve ENR and to expand the facility to 8 MGD and evaluate the requirements to expand the facility to 9 MGD treatment capacity. A new UV system was provided to replace gaseous chlorine disinfection. An upgrade to the oxidation ditch and new denitrification filters were provided in addition to aeration, new effluent pumping and chemical feed improvements. (Fee: 1.4M)

[Town of Warrenton | WWTP Upgrades, Warrenton, VA:](#)

Project Manager responsible for multiple tasks at the WWTP including preliminary design and study for improvements to the primary clarifier system and the anaerobic digester system. Two new primary clarifiers with an integral sludge and effluent pumping station are being provided along with conversion of the existing primary clarifiers to gravity sludge thickener. Sludge screening is also included. Digester upgrades are being provided due to age and capacity issues. (Fee: 140K)

[Henrico County | On-Call Design Services for Henrico County Water Reclamation Facility, Henrico, VA:](#)

Project Manager for this on-call design services contract for the 75-mgd treatment facility. Tasks include general services, design of blower soft starter replacement, underground ductbank replacement, and biosolids storage improvements to address temporary disposal restrictions. (Fee: 1.6M)

[FCWSA | General & Incidental Engineering Services, Fauquier County, VA:](#)

Task Manager for this on-call contract for water distribution, sewage collection well system evaluation, and WWTP services. Completed tasks include design of a sludge storage facility at the at the Remington WWTP and process evaluation support at the Vint Hill WWTP to address high influent loads due to industrial contributors. (Fee: 140K)

[Charles Town Utility Board | Charles Town On-Call Water & Sewer General Services, Charles Town, WV:](#)

Project Engineer for on-call engineering services contract for water and sewer related projects, for which RK&K provided engineering and construction phase services to implement various improvements to the Charles Town WWTP and Tuscowilla WWTP. (Fee: N/A)

Sub-consultants



ECHO UES, Inc. (ECHO) provides study, analysis, and depiction of existing underground utilities and the collection of accurate topographical and specific purpose surveys to represent the above-ground site conditions. Field work is performed with the use of highly specialized technology and equipment, including surface geophysical equipment, pipe and cable locators, ground penetrating radar, vacuum excavation units, total stations, GPS, and laser scanners.



MIKE PATTERSON, PSM
Surveying

Years of Experience 22

Education Bachelor of Science, Surveying, Pennsylvania State University, 2001

Registration FL PSM, 2006 (#LS6560)

Mike has more than 22 years of experience providing surveying, mapping, and subsurface utility engineering professional services on a multitude of transportation projects throughout central and west Florida. He has supervised and participated in many surveying projects including right-of-way control surveys, right-of-way mapping, geodetic control surveys, design/topographic surveys, boundary surveys, and subsurface utility surveys. His Polk County project experience includes *Polk County NE2 & NW Generators Site Improvements; Polk County NERWWTF Clarifier Addition; US 92/SR 600 at Fish Hatchery Road, Polk County, FDOT District 1 (FPN 4419983-1); West Pipkin Road Widening Project, and Thompson Nursery Road.*



JASON STANLEY
Subsurface Utility Engineering

Years of Experience 23

Education Associates of Applied Science, Design Technology, ITT Technical Institute

Registration Department of Environmental Protection, Erosion and Sedimentation Control: FL, 2000 (Lic#435)

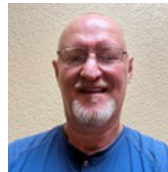
Jason has 23 years of experience providing subsurface utility engineering (SUE) professional services, in addition to providing management support for surveying and mapping services throughout the state of Florida. He spent his entire working career dedicated solely to risk management and the protection and construction of public and private infrastructure, specifically through Subsurface Utility Engineering and Survey processes. His experience includes project management, finance, subsurface utility engineering, surveying and mapping, utility/roadway design and construction, water/wastewater treatment and nuclear energy plants, permitting, and construction claims.



MADRID ENGINEERING GROUP, INC.

Geotechnical Engineering

Madrid Engineering Group, Inc., d/b/a/ (Madrid CPWG) is a Polk County-based engineering company with specific expertise in Professional Geotechnical Engineering. In addition, they have specialty service departments such as drilling services, laboratory testing, and other support services. Madrid CPWG's geotechnical and CMT laboratories and tests performed are certified under AASHTO R18 and accredited by the Construction Materials Engineering Council (CMEC). They perform a full suite of strength, compressibility, permeability and index tests for a wide variety of materials including soil, aggregate, rock, concrete and asphalt. Field testing capabilities include field density testing by nuclear, drive sleeve and sand cone method, in-place moisture content, concrete slump, air content and temperature. Madrid CPWG is also a W/MBE firm with the State of Florida UCP and many other agencies as well as a Small Business with the South Florida Water Management District and other agencies.



ANDRE KNI AZEFF, PE
Geotechnical

Years of Experience 13

Education Bachelor of Science, Civil Engineering, University of Central Florida, 2010

Registration PE, FL (# 81315)

Andre is the Geotechnical Engineering Division Leader and has experience providing geotechnical engineering, materials testing, environmental, and consulting services. These services include planning/coordinating subsurface exploration and laboratory testing programs, geotechnical engineering analyses and providing recommendations relating to the design and construction of roadways, structures, earthwork projects, and sinkhole investigations. Additional responsibilities include maintaining project budgets, timelines, overseeing field crews, and client consultations. His relevant project experience includes *Bay Parkway Phase II, Panama City Beach, FL; River Road Bridge Replacement, Walton County, FL; and Street Resurfacing Project 2019, Panama City Beach, FL.*



JOHN DELASHAW, PE
Geotechnical

Years of Experience 33

Education Bachelor of Science, Civil Engineering, San Diego State University, 1988

Registration PE, FL (#48154)

John currently serves as Vice-President and is the project principal and/or technical lead for most of the company's geotechnical projects. Much of his 33 years of geotechnical engineering experience has been gained from working on

projects in the areas of: dam design and evaluation; shallow and deep foundation systems; earthworks and site development; soil improvement techniques; specialty soil sampling; sinkhole investigation, evaluation and stabilization, and roadway soil. His primary experience includes project management, contract management, technical direction of geotechnical engineering projects, geotechnical field investigations, and analyses for numerous public and private sector clients. He is responsible for staffing and resource management and reviewing engineering evaluations for geotechnical investigations in addition to numerous subsidence investigations. Recent project experience where John served as the Geotechnical Principal-in-Charge includes *Harden Boulevard Access Road, Polk County, FL* and the *Polk County West Lake Eloise Drive Resurfacing Project, Winter Haven, FL* projects.



ELEMENT ENGINEERING GROUP

Utility Structural Engineering

Since 2006, ELEMENT Engineering Group (ELEMENT) has focused on raising civil engineering in Florida to a higher standard. ELEMENT offers special expertise in utility coordination, transportation engineering, survey, and subsurface utility engineering. ELEMENT is a certified Disadvantaged Business Enterprise (DBE) and MBE with various municipalities and governments throughout Florida including the FDOT, State of Florida, and City of Tampa.



J. BRENT POSTMA

Utility Structural Engineering

Years of Experience 14
Education Hudson High School Diploma, 1984
Registration FUCC, Utility Coordination Certification, Module #2; Cost Estimating/Billing Process, Module #5

Using knowledge gained during his 25-year tenure within the utility field, Brent has spent the past 14 years focused on all facets of utility coordination (UC) within infrastructure projects ranging from simple to extremely complex and has served as a FDOT liaison for in-house UC. As a Vice President of ELEMENT and the UC group manager, he oversees all components of the firm's UC projects by providing utility relocation plans, negotiating utility work schedules and reviewing permits in accordance with the standard policies and practices of the FDOT. He also manages 10 utility coordinators. His experience includes design-build, major and minor roadway, project development and environment (PD&E), and construction projects. Brent's project experience in Polk County where he served as the Utility Project Manager includes: *FDOT District One, SR 25/US 27 from Presidents Drive (MP 13.638) to SR 60 (MP 18.397) Boulevard*; *FDOT District One, SR 659 (Combee Road) from US 98 to Skyview Drive*; and *FDOT District One, US 17/92 Hinson Avenue from SR 17 (10th Street) to 17th Street*.



PETER MATTSON, PSM

Utility Structural Engineering

Years of Experience 43
Education Bachelor of Science, Business Technology, University of Miami, Attended

Registration Professional Surveyor and Mapper, FL (#LS006290)

Pete has 43 years of experience as a survey consultant where he has provided surveying and mapping services for numerous interstate projects, control and design surveys, right-of-way (R/W) mapping, and expert witness testimony. His skills include topographic, design, boundary, and construction surveys; R/W control surveys and maps; horizontal and vertical control networks; Electronic Field Book (EFB) data collection; Global Positioning Software (GPS) and real-time kinematic (RTK), and High-Definition Survey (HDS) laser scanning (terrestrial static). He has served as the Survey Manager on the *FDOT District One, SR 37 from Imperial Boulevard to Glendale Street* and *FDOT District One, Rock Ridge Road Bridge Replacement Project Design-Build Survey Services* projects in Polk County, FL



EDWARD "NED" CONNOLLY, PSM

Utility Structural Engineering

Years of Experience 16
Education Bachelor of Science, Land Surveying Engineering, Pennsylvania State University,

2007

Registration Professional Land Surveyor and Mapper, FL (#LS6911); FDOT Maintenance of Traffic, FL (#14081)

Ned is a Vice President with ELEMENT and oversees the firm's Subsurface Utility Engineering (SUE) services. He is responsible for the daily coordination and management of the field and office operations, as well as the final quality assurance/quality control (QA/QC) of all deliverables before client submission. He has been involved with all aspects of SUE practices, from processing the survey and utility data to the QC of the final product. He is experienced in a variety of SUE surveying services such as subsurface utility surveys, site excavation, right-of-way (R/W) mapping, and utility location and marking. His skills also include a vast knowledge of surveys including geodetic control, design/topography, and boundary.

STRAUGHN TROUT
ARCHITECTS

STRAUGHN TROUT ARCHITECTS, LLC

Architectural Services

Straughn Trout Architects, LLC (STA) is centrally located in Lakeland, Florida. In 2023, Straughn Trout Architects celebrates its 67th year of continual practice in Lakeland providing facility programming, space planning, concept development, and other architectural design services. STA's history of serving the local community dates back to our

inception, including their most recent collaboration with Polk County on the Northeast Polk County Government Center in Lake Alfred.



TIMOTHY HOEFT, AIA, LID, LEED AP
Architectural

Years of Experience 24

Education Master of Architecture, University of Florida, 2006; Bachelor of Design, University of

Florida, 2004

Registration NCARB Certified Registered Architect: Florida (#AR96576); Registered Interior Designer: Florida (#ID6208)

Tim Hoeft leads Straughn Trout Architects with a global design perspective having studied architecture and the built environment internationally. His academic and professional experience includes architectural analysis and design applications diversified in location, climate, scale, and program. This comprehensive proficiency guides the philosophy and vision of the firm and its work. He is heavily involved in the early conceptual design stages of projects and remains connected with each project team through the completion of construction and interior finishes and furnishings. As LEED AP, Tim oversees the firm's sustainability efforts in all projects. Recent Polk County project experience includes *New Northeast Government Center*; *Bartow BoCC Parking Garage* and the *Supervisor of Elections Due Diligence Survey & New Branch + Warehouse*.

Tab 4 Is the Firm a “Polk County Entity”?

Polk County Entities

RK&K's Lakeland office – located at **402 S. Kentucky Avenue, Suite 400, Lakeland, FL 33801** – is a Polk County entity.

Madrid Engineering Group’s main office – located at **2030 State Road 60 East, Bartow, FL 33830** – is a Polk County entity.

Straughn Trout Architects, LLC's off in Lakeland, FL – **2005 E. Edgewood Drive, Lakeland, FL 33803** – is a Polk County entity.

RK&K, Madrid, and STA are Polk County Entities.

Our Team’s Headquarters and Local Offices				
Firm	Office Type and Address	Polk County Entity	Age of Office at Current Location	Employees at the Office Location
RK&K	Headquarters // 700 East Pratt Street, Suite 500, Baltimore, MD 21202	X	6	430
	Local Office // 402 S. Kentucky Avenue, Suite 400, Lakeland, FL 33801	✓	12	14
Madrid	Headquarters & Local Office // 4803 George Rd Suite 350, Tampa, FL 33634	✓	15	
STA	Headquarters & Local Office // 2005 E Edgewood Dr, Lakeland, FL 33803	✓	67	15
ECHO	Headquarters // 4803 George Rd Suite 350, Tampa, FL 33634	X	6.5	59
	Local Office // 400 SR. 434, Ste. 1024, Oviedo, FL 32765	X	6.5	39
	Headquarters // 237 SW 7th Terrace, Suite B, Gainesville, FL 32601	X	2	11
Element	Headquarters // 1713 E 9th Ave., Tampa, FL 33605	X	17	31
	Local Office // 8509 Benjamin Rd, Tampa, FL 33634	X	2.5	61

Tab 5 Is the Firm a “Certified Woman or Minority Business Enterprise”

We understand that Polk County’s goal is to ensure a procurement environment in which disadvantaged women and minority-owned businesses have the best opportunity to participate in the County’s procurement process and compete fairly for contracts. As a Polk County business, our team has vast knowledge of the communities and the developing areas in which we will be working. Additionally, our team has worked on many projects within Polk County and we have strong established relationships with many local consultants, including many DBE, MBE, and WBE firms. Our firm will take all necessary affirmative steps to assure that area DBE, MBE, and WBE firms are used whenever possible.

While RK&K is not a Certified Woman or Minority Business Enterprise, we have included many talented W/MBE subconsultants on our team. Copies of our sub-consultant partners' Minority Business Certifications are provided to the right.



ECHO UES, inc.
Minority Business Enterprise
Land Surveying and Subsurface Engineering



ELEMENT Engineering Group
Minority Business Enterprise
Utility Structural Engineering

*Madrid has recently changed its ownership and is now owned and managed by its president, Mrs. Sheila Tarte. Beginning in 2022, they once again became a certified W/MBE with the State of Florida, Polk County and other agencies.

Madrid Engineering Group, Inc.*
Woman Business Enterprise
Geotechnical Engineering

RK&K is dedicated to utilizing local DBE, MBE, and WBE firms in our Florida workload including this contract. We are fully committed to providing our MBE/WBE/DBE subconsultant partners key responsibilities on Polk County's contract.

Tab 6 Interactions with County and Regulatory Agency Staff

Regulatory Experience

RK&K excels at regulatory coordination and permitting for water and wastewater projects of all scopes and sizes. Our team of Florida registered professional engineers, hydrogeologists, and scientists have extensive permitting experience throughout the state of Florida successfully obtaining numerous permits for water and wastewater projects in addition to all areas of water resources.

The RK&K Team appreciates the importance of understanding permitting procedures and successfully navigating local and regional regulatory agency requirements. This understanding comes from extensive permitting experience and awareness of Florida regulation revisions and potential future requirements. Our team maintains strong relationships with countless regulatory agencies at the local, regional, state, and federal levels with a depth of understanding related to their governing criteria, policies, and regulations.

Our team's regulatory experience allows us to anticipate and plan for any potential challenges at the project's conceptual phase. We understand the importance of sharing and coordinating a project's plan with local stakeholders and regulatory agencies to allow early feedback during the project planning phase. This can reduce regulatory concerns and provide any required early project redirection which can be vital in minimizing public resistance while reducing permitting delays. These items can have adverse impacts on a project's budget and implementation.

Our team's experience includes an extensive history in permitting new and expanded water and wastewater treatment facilities along with utility infrastructure and conveyance systems, which have included permitting subaqueous crossings, environmentally sensitive areas, and congested urban corridors. RK&K's permitting regularly involves local agencies, as well as the Florida Department of Environmental Protection (FDEP), Florida Fish and Wildlife (FWC), Florida Department of Transportation (FDOT), and the State water management districts (WMDs). Our Florida-registered professional geologists have decades of successful history in hydrogeological evaluations and water resource permitting, including consumptive use in both the SFWMD and SWFWMD, construction dewatering, and FDEP UIC permitting for deep injection wells, and aquifer storage and recovery (ASR) systems. In addition, most of our projects have included participation of our in-house environmental scientists to navigate environmental permits, special condition permits, and species relocations.

Successful Permitting includes:

- **Starting the process early.** Early communication with regulatory agencies allows a discussion to forecast and work through any potential issues in the planning stages.
- **Understanding agency roles.** An example would be a project that may affect wetlands or surface waters which would require working with federal (U.S. Army Corps of Engineers), state (WMD), and potentially local permitting agencies. Our team would verify with each agency at the beginning of the project to determine their involvement.
- **Understanding the process.** Providing accurate information the first time helps keep the review process moving forward.
- **Knowing the players.** While permit applications are standardized, each reviewer can have personal preferences that should be understood and addressed.
- **Allowing sufficient time for agency review.** It is important to keep in close contact with regulators to avoid delays which can be especially true on projects with compressed schedules.

Tab 7 Surveys of Past Performance

Survey Questionnaire – Polk County

RFP 23-448, Utilities Design Services & Regulatory Services

To: Sonia Iszler (Name of Person completing survey)

Rummel, Klepper & Kahl, LLP (RK&K) (Name of Client Company/Contractor)

Phone Number: 239.389.5181 3963 Email: siszler@cityofmarcoisland.com

Subject: Past Performance Survey of Similar work:

Project name: Professional Water and Wastewater Engineering On-Call

Name of Vendor being surveyed: City of Marco Island

Cost of Services: Original Cost: Varies by project Ending Cost: Varies by project

Contract Start Date: October 15, 2020 Contract End Date: On-going

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Sonia Iszler

Signature of Evaluator: 

Please fax or email the completed survey to: mwaldron@rkk.com

Survey Questionnaire – Polk County

RFP 23-448, Utilities Design Services & Regulatory Services

To: Josh Niemann (Name of Person completing survey)
Rummel, Klepper & Kahl, LLP (RK&K) (Name of Client Company/Contractor)
 Phone Number: 954.540.0447 Email: jniemann@deerfield-beach.com

Subject: Past Performance Survey of Similar work:
 Project name: On-Call Architectural & Engineering Services
 Name of Vendor being surveyed: City of Deerfield Beach
 Cost of Services: Original Cost: Varies by project Ending Cost: Varies by project
 Contract Start Date: March 2021 Contract End Date: On-going

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Josh Niemann

Signature of Evaluator: *Joshua Niemann*

Please fax or email the completed survey to: bmcmahe@rkk.com

Survey Questionnaire – Polk County

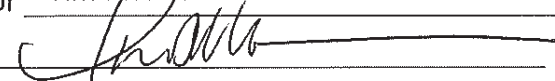
RFP 23-448, Utilities Design Services & Regulatory Services

To: Tim Marsh (Name of Person completing survey)
Rummel, Klepper & Kahl, LLP (RK&K) (Name of Client Company/Contractor)
 Phone Number: (757)284-5787 Email: tmarsh@hrsdc.com
 Subject: Past Performance Survey of Similar work:
 Project name: Interceptor System Projects Annual Contract
 Name of Vendor being surveyed: Hampton Roads Sanitation District (HRSD)
 Cost of Services: Original Cost: Varies by project Ending Cost: Varies by project
 Contract Start Date: July 1, 2018 Contract End Date: Ongoing

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Tim Marsh

Signature of Evaluator: 

Please fax or email the completed survey to: rdelo@rkk.com

Survey Questionnaire – Polk County

RFP 23-448, Utilities Design Services & Regulatory Services

To: Erin McKenna-Streyle (Name of Person completing survey)
Rummel, Klepper & Kahl, LLP (RK&K) (Name of Client Company/Contractor)
 Phone Number: 410.887.3783 Email: emckenna-streyle@baltimorecountymd.gov
 Subject: Past Performance Survey of Similar work:
 Project name: Project 2010-05, On-Call Water and Sewer Design
 Name of Vendor being surveyed: Baltimore County DPW
 Cost of Services: Original Cost: \$2.0 Million Contract Limit Ending Cost: \$1.94 Million
 Contract Start Date: July 2016 Contract End Date: May 2021

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Erin McKenna-Streyle

Signature of Evaluator: *Erin McKenna-Streyle*

Please fax or email the completed survey to: bmcmahe@rkk.com

Survey Questionnaire – Polk County

RFP 23-448, Utilities Design Services & Regulatory Services

To: Ronnie Baker (Name of Person completing survey)
Rummel, Klepper & Kahl, LLP (RK&K) (Name of Client Company/Contractor)
 Phone Number: 540-507-7325 Email: rbaker@spotsylvania.va.us

Subject: Past Performance Survey of Similar work:
 Project name: Annual On Call - Water and Sewer Professional Services
 Name of Vendor being surveyed: Spotsylvania County
 Cost of Services: Original Cost: Varies by project Ending Cost: Varies by project
 Contract Start Date: 5-25-16 Contract End Date: 5-25-21

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the Consultant /individual again) and 1 representing that you were very unsatisfied (and would never hire the Consultant /individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	10
12	Ability to offer solid recommendations	(1-10)	10
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Ronnie Baker
 Signature of Evaluator: *Ronald L Baker Jr*
 Please fax or email the completed survey to: jkapinos@rkk.com



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BRAD MCMAHEN, PE
Contract Manager
321.754.1151 | bcmcahen@rkk.com

NATHAN ATKINSON, PE
Partner
410.462.9205 | natkinson@rkk.com

Exhibit "B"

RK&K

LABOR MULTIPLIER

November 2023

Direct Labor	1.00
Payroll Burden / Fringe Benefits	0.37
Overhead / General Administrative	1.13
Direct Expenses	0.05
Subtotal	<u>2.55</u>
Profit (10%)	<u>0.26</u>
TOTAL MULTIPLIER	<u>2.81</u>

FEE SCHEDULE**November 2023**

	<u>Range of Direct Labor Rates</u>			<u>Range of Hourly Billing Rates</u>		
Inspector	\$24.83	-	\$27.31	\$69.67	-	\$76.63
Field Engineer I	\$34.00	-	\$37.40	\$95.40	-	\$104.94
Field Engineer II	\$37.50	-	\$41.25	\$105.22	-	\$115.74
Engineer I	\$38.50	-	\$42.35	\$108.02	-	\$118.83
Engineer II	\$40.47	-	\$44.52	\$113.55	-	\$124.91
Project Designer I	\$43.02	-	\$47.32	\$120.71	-	\$132.78
Project Designer II	\$43.35	-	\$47.69	\$121.63	-	\$133.79
Project Designer III	\$43.50	-	\$47.85	\$122.05	-	\$134.26
Project Engineer I	\$58.55	-	\$64.41	\$164.28	-	\$180.71
Project Engineer II	\$61.20	-	\$67.32	\$171.71	-	\$188.89
Project Engineer III	\$63.11	-	\$69.42	\$177.07	-	\$194.78
Senior Construction Project Engineer	\$70.67	-	\$77.74	\$198.29	-	\$218.11
Construction Manager	\$60.47	-	\$66.52	\$169.67	-	\$186.63
Project GIS Analyst III	\$48.42	-	\$53.26	\$135.86	-	\$149.44
Environmental Scientist II	\$34.95	-	\$38.45	\$98.06	-	\$107.87
Administrative Assistant	\$27.52	-	\$30.27	\$77.22	-	\$84.94
Senior Administrative Assistant	\$30.07	-	\$33.08	\$84.37	-	\$92.81
Technical Manager	\$75.26	-	\$82.79	\$211.16	-	\$232.28
Practice Development Leader	\$80.28	-	\$88.31	\$225.25	-	\$247.77
Project Delivery Leader	\$87.37	-	\$96.11	\$245.14	-	\$269.66

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DESCRIPTIONS AND RESPONSIBILITIES OF PERSONNEL

CLASSIFICATION	POSITION OVERVIEW	RESPONSIBILITIES	EDUCATION & EXPERIENCE
Engineer I / Designer I	Task oriented role gaining experience executing technical tasks under the guidance of senior staff.	Responsible for basic discipline-specific calculations, tasks, and technical procedures	Advancement toward obtaining credentials or having a "training" credential such as EIT.
Inspector / Field Engineer I / Engineer II / Designer II	Understands how tasks interrelate on projects with focus on project scope items. May manage client interactions on specific items, generally provides support.	Provides project updates to supervisor notifying supervisor when assistance is needed. Presents status of work and documents/communicates assigned work in writing (e.g., construction daily and testing reporting).	Includes a "training" credential such as EIT.
Field Engineer II / Project Designer I / Senior Inspector / Project Engineer I / Project GIS Analyst III	Advanced technical contributor within a discipline with experience using professional concepts to resolve complex issues.	Executes steps to lead the completion of project scope items.	Credentials related to discipline (e.g., PE, AICP). Additional education and/or years of experience may be in lieu of license or certification.
Project Engineer II / Environmental Scientist II	Understands requirements to lead the completion of project scope items. Reviews the work of less-experienced team members.	Executes steps to lead the completion of project scope items. Reviews the work of less-experienced team members.	Credentials related to discipline (e.g., PE, AICP). Additional education and/or years of experience may be in lieu of license or certification.
Administrative Assistant/Senior Administrative Assistant	Assists project team with clerical and administrative duties. / Leads and schedules the administrative staff.	Provides administrative support and assists technical staff with administrative duties.	Generally high school diploma with a minimum of 2 years of experience./Significant experience with office management and daily operations. Practical experience with MS Office.
Practice Development Leader	Focuses on client relationships while using extensive technical background to perform part-time technical role.	Coordinates closely with Technical Leaders, Delivery Leaders, Project and Technical Managers.	Generally a minimum of 15 years of experience with credentials of PE, AICP, CCM, etc.
Technical Manager	Oversees technical aspects of the projects. Incorporates latest technology and innovation into projects.	Primarily responsible for managing technical aspects of projects. Interfaces with client's technical managers, engineering level staff, and responsible for QA/QC process.	Generally a minimum of 10 years of experience with credentials of PE, AICP, CCM, etc.
Project Delivery Leader	Responsible for successful delivery of projects for an office or group with oversight of multiple disciplines. Assigns technical staff training and staff development.	Works closely with Technical/Practice Development Leaders and Managers to review projects and guide successful delivery. Leads work sharing project delivery and manages/mentors less experienced.	Generally a minimum of 15 years of technical experience related to discipline focus. Credentials include PE, AICP, CCM, etc.

Fran McAskill
Director
Procurement Division



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EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

- | | |
|--|--|
| 1. Subcontractor Services | Actual Costs |
| 2. Special Consultants | Actual costs |
| 3. Travel Expenses | In accordance with Chapter 112.061, F.S.;
and further defined in the Polk County Employee Handbook. |
| 4. Pre-approved Equipment
(includes purchase and rental of equipment used in project) | Actual Costs |