

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, Kennedy/Jenks Consultants, Inc. (the “Consultant”), a California corporation, located at 275 Battery Street, Suite 550, San Francisco, California 94111, and whose Federal Employer Identification Number is 94-2147007.

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: Kennedy/Jenks Consultants, Inc.
275 Battery St., Suite 550
San Francisco, CA 94111
Attn: Ed Balchon, PE, DBIA

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: Kennedy/Jenks Consultants, Inc.
Attn: Ed Balchon, PE, DBIA
275 Battery St., Suite 550
San Francisco, CA 94111

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: Ed Balchon, PE, DBIA

Name: Matthew Munz, PE, DBIA, ENV SP

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

Stacy M. Butterfield 12/11/23
County Attorney's Office Date

ATTEST:

By: *[Signature]*
Assistant Secretary

Anne Marie Conigliaro
[Print Name]

DATE: 12/6/2023

Kennedy/Jenks Consultants, Inc.
a California corporation

By: *[Signature]*
Gerard P. Cavaluzzi

[Print Name]

Vice President

[Title]

DATE: 12/6/2023

SEAL



ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

The foregoing instruments was acknowledged before me by means of physical presence or online notarization this _____ (Date) by _____ (Name of officer or agent) as _____ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. 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 stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) .

(Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF New Jersey County OF Middlesex

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 12/6/2023 (Date) by Gerard P. Cavaluzzi (Name of officer or agent) as Vice President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. 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 stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 12/6/2023 (Date) .

Antoinette Contey
(Official Notary Signature and Notary Seal)
Antoinette Contey
(Name of Notary typed, printed or stamped)

Commission Number 2407726 Commission Expiration Date 4/20/2026

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ (Date) By _____ (Name of acknowledging) who 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 _____ (Date) .

(Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ (Date) by _____ (Name of acknowledging partner or agent) on behalf of _____ 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 _____ (Date) .

(Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

KENNEDY/JENKS CONSULTANTS, INC.

Filing Information

Document Number F17000003622
FEI/EIN Number 94-2147007
Date Filed 08/10/2017
State CA
Status ACTIVE

Principal Address

275 Battery St.
Suite 550
SAN FRANCISCO, CA 94111

Changed: 05/14/2020

Mailing Address

1500 NE Irving Street
Suite 200
Portland, OR 97232

Changed: 05/03/2023

Registered Agent Name & Address

BUSINESS FILINGS INCORPORATED
500 South Bronough Street
Tallahassee, FL 32399-0250

Address Changed: 04/03/2018

Officer/Director Detail

Name & Address

Title D

CARLTON, GARY M
2882 Prospect Park Dr.
Suite 240
Rancho Cordova, CA 95670

Title PD

LONDON, KEITH A
38977 Sky Canyon Drive
Suite 100
Murrieta, CA 92563

Title S

Cavaluzzi, Gerard P.
275 Battery St.
Suite 550
San Francisco, CA 94111

Title T

BISHOP, LAURIE
32001 32nd Ave. South
Suite 100
Federal Way, WA 98001

Title D

TAFFLER, DAWN T
300 N. Lake Ave
SUITE 1020
Pasadena, CA 91101

Title VP

Balchon, Edward
2202 N. West Shore Blvd.
Suite 200
Tampa, FL 33607

Title VP

Young, Corey B
2202 N. West Shore Blvd.
Suite 200
Tampa, FL 33607

Annual Reports

Report Year	Filed Date
2022	04/08/2022
2023	05/03/2023
2023	09/05/2023

Document Images

[09/05/2023 -- AMENDED ANNUAL REPORT](#)

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08/10/2017 -- Foreign Profit	View image in PDF format

Florida Department of State, Division of Corporations

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.

Question 5: On page 7 of the RFP package, it states "Proposers must have in-house, multi-disciplinary capabilities in at least ten (10) of these fields..." Does that include subcontractors that may perform work on behalf of the prime proposers?

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?

Answer 6: The County offers both options and does not have a preferred method of delivery for the proposals.

Question 7: Have there been issues in the past when proposers tried to submit their proposals electronically?

Answer 7: The County has extended receiving/due dates one week in the past when there was a temporary issue with the Kiteworks application website on a receiving date. This was an isolated incident only.

July 3, 2023

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 2
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.

Correction: The email address listed on page 1 of the RFP package to submit questions to is incorrect. Please email all questions to arigoldstein@polk-county.net. All questions must be received by 4:00 p.m., Friday, July 7, 2023.

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

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 # 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**

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 # 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.

Kennedy/Jenks Consultants, Inc.

Polk County

Utilities Design Services & Regulatory Support Services

Exhibit "A-ii"

Tab 1 | Executive Summary

CONTACT

Matthew Munz, PE, DBIA
Kennedy/Jenks Consultants, Inc.
2202 N. Westshore Blvd.
Tampa, FL 33607

Kennedy/Jenks Consultants, Inc. (KJ) was founded in 1919 in San Francisco California. KJ employees 471 team members that are passionate about creating a brighter future for our communities and our clients. For over a century, we helped public agencies and private companies build and adapt their infrastructure to meet the demands of growth, regulation, and resource management.

104

Years Project
Delivery Experience

\$30M

Largest Single
Contract Delivered

125

Task Orders Delivered
on a Single As-Needed

40

Years Longest
Continuous As-Needed

KJ is an employee-owned professional corporation consistently listed as one of the US's top design and consulting engineering firms. Our employee-owners, based in 34 offices across the US, are empowered to partner with our clients to serve their best interests. Our Tampa office, staffed with local industry leaders skilled across the breadth of the County's needs, will bring a solid background of experience and expertise to every assignment.

Firm's Capabilities

Today's economic, regulatory, and community pressures create new challenges for public utilities. KJ helps municipalities navigate water and wastewater treatment, quality, reliability, and existing system constraints. We are especially well-suited to provide our expertise for your water and wastewater projects on an as-needed basis that will provide innovative, cost-effective, and operator-friendly solutions. Our water and wastewater practices maximize the use of existing facilities, sustainability, and energy efficiency.

We are unique among engineering firms in that we have an active Applied Research Group comprised of PhDs, chemists, biologists, and engineers who conduct applied research, demonstration, and pilot studies to solve our clients' challenges while reducing cost and risk.

The KJ team presented in this statement of qualifications offers local leadership and delivery from our Tampa office supported by a full complement of national resources and subject matter experts who work seamlessly across our company. Our mission is to assist the County and its staff through excellent performance under this contract and become a trusted advisor and partner for the County.

Our proposed team offers the following benefits to the County:

- **Experienced Local Leadership Team:** Our Contract Manager, Matthew Munz, is native to Central Florida and has local support from our Principal-in-Charge, Ed Balchon, and Utility Distribution/Collection Systems lead, Corey Young. Our local leadership team has over 60 years of combined experience delivering water, wastewater, and reclaimed water projects for municipal clients under similar contracts.

- **As-Needed Contract Experience Provides Strength, Resources, and Responsiveness:** KJ understands the nature of as-needed contracts and has delivered similar contracts to our municipal clients locally and nationally. Our experience is with as-needed water, wastewater, and infrastructure contracts of all sizes. We will provide quality, timely, and cost-effective work products for you, assembling the team that fits your required level of expertise and budget. To meet your as-needed delivery expectations and needs, the KJ team brings demonstrated strength in managing multiple complex planning, design, and engineering projects involving many disciplines through previous on-call contracts, specifically in water and wastewater projects. Our experience on these as-needed and on-call contracts has allowed us to work side-by-side with our clients, completing projects ranging from planning and programming through design, construction, and start-up services on a wide-range of projects.
- **Focused Technical Capabilities and Resources to Provide High-Quality Deliverables:** At KJ, we take pride in our technical capabilities and focus on delivering high-quality water and wastewater projects. Our standard contract and project management processes, QA/QC, and overall project delivery have been tested and proven through our performance on more than 90 as-needed contracts with clients across the U.S.
- **Committed to Client Excellence:** Our reputation for excellence in client service has driven our success in delivering over \$1 billion of water and wastewater infrastructure. Our team is personally invested in and committed to extending this legacy to the County – your success is our success. Ed Balchon, will closely support Matt to ensure our teams have the resources needed and the County receives the personal attention, quality of work, and client service you expect and deserve.

The KJ team sincerely appreciates the opportunity to partner with the County in executing its project needs to continue providing critical services to your residents and visitors.



Kennedy/Jenks Consultants, Inc.
incorporated in California in 1971.

Firm's Applicable Certification from the State of Florida.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Document Number](#) /

Detail by Document Number

Foreign Profit Corporation
KENNEDY/JENKS CONSULTANTS, INC.

7/11/23, 1:20 PM

Detail by Document Number

Filing Information

Document Number F17000003622
FEI/EIN Number 94-2147007
Date Filed 08/10/2017
State CA
Status ACTIVE

LONDON, KEITH A
38977 Sky Canyon Drive
Suite 100
Murrieta, CA 92563

Title S

Principal Address

275 Battery St.
Suite 550
SAN FRANCISCO, CA 94111

Cavaluzzi, Gerard P.
275 Battery St.
Suite 550
SAN FRANCISCO, CA 94111

Changed: 05/14/2020

Title T

Mailing Address

1500 NE Irving Street
Suite 200
Portland, OR 97232

BISHOP, LAURIE
32001 32ND AVE. SOUTH #100
FEDERAL WAY, WA 98001

Title D

Changed: 05/03/2023

Registered Agent Name & Address

BUSINESS FILINGS INCORPORATED
500 South Bronough Street
Tallahassee, FL 32399-0250

TAFFLER, DAWN T
300 N LAKE AVE
SUITE 1020
PASSADENA, CA 91101

Title VP

Address Changed: 04/03/2018

Officer/Director Detail

Name & Address

Title D

CARLTON, GARY M
10850 GOLD CENTER DR #350
RANCHO COROVA, CA 95670

Balchon, Edward
2202 N. West Shore Blvd.
Suite 200
Tampa, FL 33607

Annual Reports

Report Year	Filed Date
2022	04/08/2022
2022	08/30/2022
2023	05/03/2023

Title PD

Polk County

Utilities Design Services & Regulatory Support Services

Attachment A | Required Forms

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").

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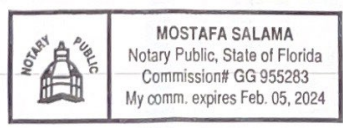
BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Kennedy Jenks Consultants, Inc.
Signature: [Signature] EDWARD R. BALCHON
Title: Vice President
Date: 7/19/2023
State of: FL
County of: Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of July, 2023, by Edward R. Balchon (name) as Vice President (title of officer) of Kennedy Jenks Consultants (entity name), on behalf of the company, who is personally known to me or has produced FL DL as identification.

Notary Public Signature: [Signature]
Printed Name of Notary Public: Mostafa Salama
Notary Commission Number and Expiration: 02/05/2024

(AFFIX NOTARY SEAL)



EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION
(Florida Statutes, Section 448.095)

RFP 23-448, UTILITIES DESIGN SERVICES & REGULATORY SERVICES

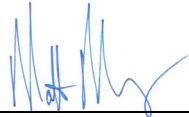
The undersigned, as an authorized officer of the Consultant identified below (the “**Consultant**”), having full knowledge of the statements contained herein, hereby certifies to Polk County, a political subdivision of the State of Florida (the “**County**”), by and on behalf of the Consultant in accordance 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.

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Executed this 19 day of July, 2023.

ATTEST: 
By: _____
PRINTED NAME: Matthew Munz, PE
Its: Principal

CONSULTANT: 
By: _____
PRINTED NAME: Edward Balchon, PE
Its: Vice President

Proposers Incorporation Information

(Submittal Page)

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

Company Name: Kennedy/Jenks Consultants, Inc.

DBA/Fictitious Name (if applicable): _____

TIN #: 94-2147007

Address: 1500 NE Irving Street, Suite 200

City: Portland

State: Oregon

Zip Code: 97232

County: Multnomah

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

Contact Person: Matthew Munz

Phone Number: (813) 328-1704

Cell Phone Number: (813) 244-5308

Email Address: MattMunz@KennedyJenks.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: California

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

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. Kennedy/Jenks Consultants, Inc.	
2 Business name/disregarded entity name, if different from above	
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 checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 1500 NE Irving Street, Suite 200	Requester's name and address (optional)
6 City, state, and ZIP code Portland, OR 97232	
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.

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.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
9 4 - 2 1 4 7 0 0 7	

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 ▶	Date ▶ <u>3/29/2023</u>
------------------	----------------------------	-------------------------

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.

Polk County

Utilities Design Services & Regulatory Support Services

Attachment B | Signed Addendums

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.

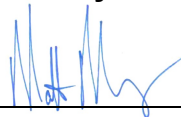
Ari Goldstein, CPP

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:

Matthew Munz

Title:

Contract Manager

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.

Question 5: On page 7 of the RFP package, it states “Proposers must have in-house, multi-disciplinary capabilities in at least ten (10) of these fields...” Does that include subcontractors that may perform work on behalf of the prime proposers?

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?

Answer 6: The County offers both options and does not have a preferred method of delivery for the proposals.

Question 7: Have there been issues in the past when proposers tried to submit their proposals electronically?

Answer 7: The County has extended receiving/due dates one week in the past when there was a temporary issue with the Kiteworks application website on a receiving date. This was an isolated incident only.

July 3, 2023

**POLK COUNTY, A POLITICAL SUBDIVISION OF
THE STATE OF FLORIDA
ADDENDUM # 2
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.

Correction: The email address listed on page 1 of the RFP package to submit questions to is incorrect. Please email all questions to arigoldstein@polk-county.net. All questions must be received by 4:00 p.m., Friday, July 7, 2023.

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.

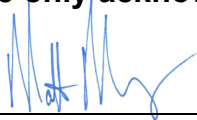
Ari Goldstein, CPP

Ari Goldstein

Senior Procurement Analyst
Procurement Division

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

Signature



Printed Name:

Matthew Munz

Title:

Contract Manager

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**

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.

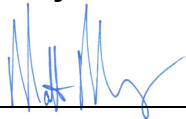
Ari Goldstein, CPP

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:

Matthew Munz

Title:

Contract Manager

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.

Tab 2 | Approach to the Project

KJ Offers a Dedicated Team and the Depth of Resources and Expertise to Support the County

KJ provides the County with local leadership, technical excellence, and responsive service. We specialize in maximizing the use of existing facilities, sustainability, and energy efficiency. We are well-suited to provide you with our expertise for your water and wastewater treatment projects on an As-Needed basis that will provide innovative, cost-effective, and operator-friendly solutions. KJ's staff and team are qualified to provide nearly all of the services outlined in the scope of work:

- ✓ 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

Highlighted services will be provided by subconsultants.

Successful Management of Assigned Projects

Our project management approach is based on developing a partnership with you to clearly understand the County's requirements, then preparing, communicating, and executing a Project Management Plan that supports delivering your project on budget and on time. This starts with clearly defining Consultant Services Authorizations (CSA) or Contract Purchase Orders (CPO).

Project Definition

The beginning of any project is the best time to clearly define expectations and desired outcomes. With that in mind, we start the scoping of every CSA/CPO with a project development meeting that allows County staff to discuss project needs with our contract manager and the appropriate technical staff. Our experienced team is then able to understand the technical challenges for the work, the County's desired outcomes, and the schedule and budget constraints for both engineering services and construction implementation. Once we understand the project with respect to scope, schedule, and budget, our leadership begins the process of assigning skilled personnel to successfully complete the work. With the right personnel engaged, we work with the County to develop the right scope of work for the project.

With a well-defined scope, we can then prepare an engineering fee estimate to complete and establish a schedule for completion. With an agreed-upon scope, schedule, and fee, our project team can start the project delivery phase.

Our experience has consistently shown that the key to meeting and exceeding expectations is careful planning with our client—combined with close monitoring and ongoing communication during project execution.

Project Management Tools

KJ's standardized project management tools ensure that regardless of the project manager assigned to the task, you can expect consistent use of proven processes and tools to keep you informed of the project status. Our effective project management goes beyond establishing a schedule,

developing budgets, and assigning personnel; it includes communicating effectively with you and responding proactively to problems or changes. It also includes the flexibility to adapt and modify our strategies to meet your needs in accomplishing the project objectives.

Project organization starts with a well-planned Work Breakdown Structure for each task, organized by deliverables, creating separate tasks for each discipline and scope activity. In addition, as part of the Project Management Plan, a Communication Plan will be developed so that team members know whom to contact for information and decisions.

Cost Control Minimizes Surprises

Our project managers have the ability to quickly identify potential issues through our computerized system, allowing us to quickly find solutions before they become problems. Our accounting system tracks real-time project status information. It provides tools for budgeting at various levels within a project and describes project expenditures in person hours and direct expenses. To enable immediate and accurate cost and schedule reporting, costs and budget data from our business software, BST™, will be used to produce tailored, timely reports. Our PM Portal interface is automatically updated daily with a dashboard of the project's status. Using the dashboard, our project managers can review charged effort weekly and drill down into the details, making it easy to stay on top of project costs and take corrective action if necessary.

Schedule Control to Meet Critical Milestones

KJ's project managers will develop a detailed schedule based on key decisions with milestones for incorporation into the Project Management Plan.

The mechanisms to facilitate decision-making will also be identified (e.g., workshops, tech memos, field trips, calculations). Throughout each task order, the KJ team will be mindful of key milestones and advise team members of status and priorities. For larger CSA/CPOs, we recommend developing a critical path schedule, using MS Project. For simpler task orders, a Gantt chart coupled with milestones normally offers enough detail. As with cost control, project managers will review the current status of the

project with respect to schedule and compare it to the baseline in the Project Management Plan. These reviews will look forward to the next milestone date and will consider all activities, not just those on the critical path. If slippage is occurring or seems likely to occur, appropriate steps will be taken to get back on track. For instance, additional resources may need to be assigned to the project or parallel execution of activities can be initiated.

Earned Value Management Realistically Integrates Cost, Schedule, and Scope

Earned Value Management (EVM) is central to our recommended project management approach. EVM brings together cost, schedule, and technical progress so project managers can proactively address issues and realistically forecast cost to completion. Project managers will use PlanTrax®, an Excel-based project control tool, to plan expenditures and track earned value throughout the life of the project. Using PlanTrax® to compare planned value with to-date expenditures enables the project manager to determine budget-to-complete projections.

Project managers will review expenditures on a monthly basis and compare them to the estimated remaining work effort to make sure anticipated costs remain within the allocated budget, and necessary course corrections can be identified and implemented early. The cost-tracking information generated for the project will be attached to the invoices and include:

- Schedule timeline, milestones, decision points, and deliverable dates
- Earned value by comparing authorized budgets with to-date expenditures

Maintaining Project Teams

KJ is committed to maximizing its team's availability for the County's benefit. Our staff is selected for specific project assignments based on their knowledge and expertise on similar projects, prior working relationships, and availability.

We track all of our employee's availability with resource planning tools that allow us to forecast through the duration of a project to verify that we

can maintain project teams to maximize efficiency and cohesion. Our resource planning tools also protect our team members' time by making sure that additional assignments are not made beyond a reasonable workload, this is important in maintaining project schedules.

In the event of unforeseen circumstances, KJ has over 471 employees that focus on delivering water and wastewater projects that can be used to serve the County. **Corey Young** is located locally and serves as the company's Director of Resourcing - ensuring that we can identify people and resources to deliver work.

Quality Management Approach

Committed to Quality

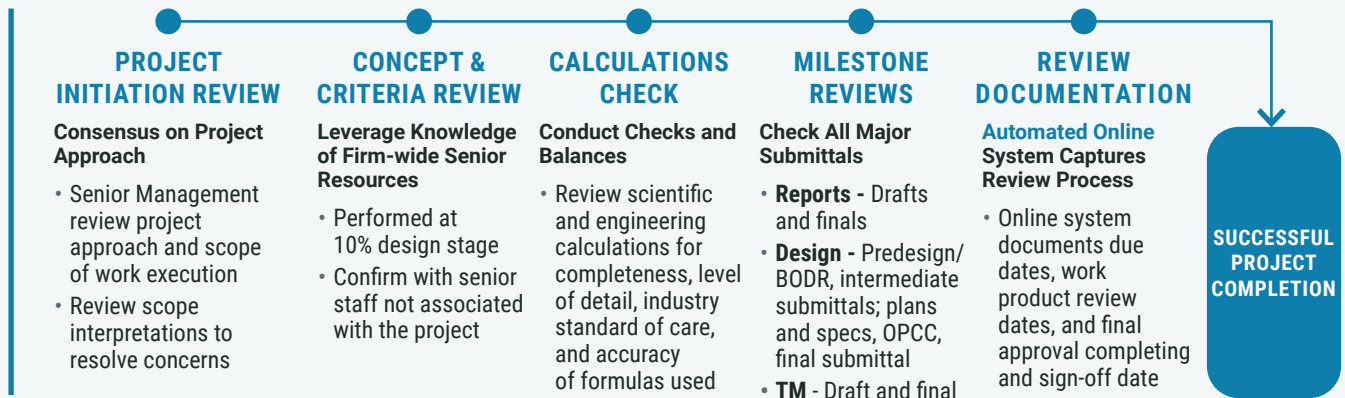
Quality is essential to meet the needs and expectations of our clients. At KJ, Quality Assurance (QA) and Quality Control (QC) are integral parts of our project work, and appropriate QA/QC elements will be identified or referenced in project-specific plans.

We follow established planning, communication, and review procedures on our projects and strive for consistent implementation. We address the big picture by applying appropriate company expertise to review project concepts at the outset, and project details by reviewing identified work products we produce. These QC activities are founded on expectations for professional, thoughtful evaluation and timely communication.

KJ's project QC begins with upfront planning and communication. These are essential to make sure that we are both aware of the client's needs and expectations and provide adequate time and budget for the appropriate project QC activities. Our project teams will develop a tailored QC Plan based on specific task order needs.

Executing the QC Plan

DELIVERING CONTINUOUS QUALITY CONTROL THROUGHOUT THE LIFE OF THE PROJECT



Project Initiation Review (PIR)

Early after each task order is initiated, a project initiation review may be undertaken, if applicable, based on the scope of the task order. Such reviews involve senior technical management meetings with the project manager, project engineer, and other key project staff. This review focuses on the project team’s approach to the execution of the task order scope. During this review, scope interpretations, concerns, and challenges involving scope execution are explored and resolved. If applicable, PIR’s are generally held during the scope and fee development for task orders.

Concept and Criteria Review (C&CR)

For many task orders, a C&CR meeting is a critical QC milestone. In this internal meeting, we use and leverage our company’s overall experience and knowledge at a very early point in the project to confirm that the project is heading in the right direction, avoid pitfalls, and meet our client’s needs and goals for task orders.

The C&CR meeting occurs once the basic concepts, criteria, and approaches for the task have been developed, usually at about the 10% to 15% completion point. The project team presents the developed project concepts, criteria, and procedures to senior KJ staff who are not part of the project team but have experience working on similar projects.

Scientific and Engineering Calculations

Following the applicable professional standard of care practices, we perform scientific and engineering

calculations and an identified project QC reviewer checks calculations soon after completion to verify accuracy.

Milestone Reviews

As the project is executed, QC reviews are performed at appropriate milestones associated with submittals outlined in the task scope of work. Depending on the type of project and deliverable, these reviews will consider technical content and concepts, adherence to KJ standards, discipline/ interdisciplinary coordination, constructability and operability, construction schedules and opinions of probable construction cost (OPCC), and presentation (grammar, spelling, and format). Once the work product is finalized based on the internal review and back-checking of updates, it is submitted to the client for review.

Review comments from the client are discussed internally and with the client to achieve a satisfactory resolution. Responses to client comments are incorporated into the work documents before the next submittal. Documentation of completed milestone reviews are filed according to standard file format for verification that Milestone reviews were undertaken.

Review Documentation and Verification

Through the Project Setup system, the Q&M Plan captures when a work product is scheduled for internal review, who is designated as the reviewer(s), and when final the review sign-off was completed. This information can be made readily available to the County.



Client Reference:

Paul Sciuto, General Manager
5 Harris Ct, Monterey, CA 93940
(831) 645-4600
Paul@my1water.org

Firm Responsibility: Design Engineer

Size/Cost: \$10M

Date: 01/2016 - Ongoing

Change Orders: None

Time Extensions: N/A

Pure Water Monterey Advanced Water Purification Facility | Monterey One Water, Monterey, CA

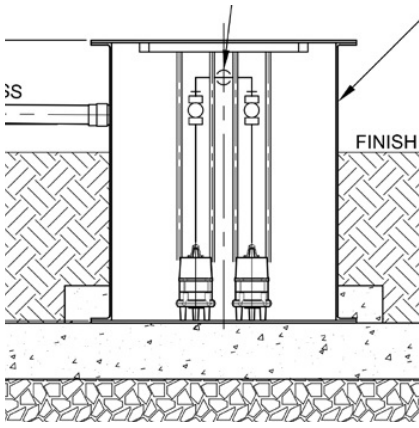
Pure Water Monterey (PWM) is a \$126M groundwater replenishment program that creates a new 3,500 acre-feet per year source of safe and sustainable drinking water for multiple communities in the northern Monterey County region. PWM is the first full-scale indirect potable reuse project in northern California and an innovative, engineered-solution to help the area diversify its water supply and address state-mandated cutbacks to surface water and groundwater supplies. While PWM is institutionally and technically complex, regional collaboration and consultant expertise ensured the successful construction of four distinct project components: 1) new source water facilities, 2) a 5 million gallon per day capacity Advanced Water Purification Facility (AWPF), 3) purified water conveyance and storage, 4) and groundwater injection facilities.

The PWM AWPF is a key component in ensuring the Monterey region has a reliable potable water supply for its residents and

businesses, providing nearly a third of the region's supply. In 2016, Monterey One Water (M1W) selected KJ to design the AWPF and groundwater injection facilities, to provide engineering services during construction, and to lead the startup and testing of the facilities. The AWPF uses a multi-stage purification process with ozone, microfiltration, reverse osmosis, ultraviolet advanced oxidation and post-treatment stabilization to turn used water into a safe, reliable and sustainable water supply that meets or exceeds strict state and federal drinking water standards. To support these operations, the project required a robust treatment system with integrated, online control points and a unique approach to address variables in source water quality. In addition to municipal wastewater, the project identified three new source waters to capture, treat and purify: agricultural drainage water, food processing water, and stormwater. Collection of these used waters increases influent for water reuse and removes impaired water ways from the environment, all while leveraging existing infrastructure to reduce program costs.

Throughout the project, M1W staff were successfully engaged using 3D design, review workshops, and a collaborative startup and training program. Effective collaboration amongst all partners and consultants moved this critical water supply project from idea to operations in just over seven years. PWM has been replenishing groundwater in the Seaside Basin since February 2020 and over the course of the construction has already earned widespread public and regional support.

Fire Station No. 7 Temporary Lift Station | City of Carlsbad
Public Works Department, CA



Client Reference:

John Maashoff, PE
5950 El Camino Real, Carlsbad, CA 92008
(760) 434-2856
Maashoff@carlsbadca.gov

Firm Responsibility: Design Engineer

Size/Cost: \$99,965

Date: 03/2022 - 05/2023

Change Orders: None

Time Extensions: None

The City of Carlsbad contracted with KJ under its Wastewater Engineering Services Agreement to provide the design of a lift station and associated force main to serve Temporary Fire Station No. 7, which was being constructed on the site of a decommissioned and demolished power plant.

Fire Station No. 7 was temporarily constructed using modular buildings. The scope of work included an alternatives analysis to determine the most effective solution given the hydraulic conditions and the short-term (5-7 years) duration of expected service for the lift station. KJ evaluated a standard lift station, packaged below-grade lift station and an above-grade lift station configuration. The design included a partially below-grade lift station to avoid impacting the shallow water table during construction and approximately 200' of force main.



Palomar Well No. 2 | Elsinore Valley Municipal Water District, Elsinore, CA

KJ was retained by Elsinore Valley Municipal Water District to provide multi-disciplinary engineering services for the preliminary and final design, bidding, and construction support services to replace an abandoned well. The new Palomar Well No. 2 is capable of adding up to 0.5 mgd to the existing potable water distribution system. The design included onsite chemical disinfection systems (chlorine and ammonia), as well as a nitrate blending system due to elevated nitrate levels. The well is configured to operate in an unmanned status with all systems monitored and controlled remotely via SCADA.

Client Reference:

Jesus Gastelum, PhD
31315 Chaney St, Lake Elsinore, CA 92530
(951) 674-3146 ext. 8399
jgastelum@evmwd.net

Firm Responsibility: Design Engineer

Size/Cost: \$490,049

Date: 03/2017 - Ongoing

Change Orders: None

Time Extensions: 15 months

District Engineering and Capital Project Design | Castle Pines North Metropolitan District, Castle Pines, CO



Client Reference:

Nathan Travis
7404 Yorkshire Dr, Castle Pines, CO 80108
(303) 242-3269
nathan@cpnmd.org

Firm Responsibility: Design Engineer

Size/Cost: \$2.9M

Date: 1999 - Ongoing

Change Orders: None

Time Extensions: N/A

KJ has been a trusted partner of Castle Pines North Metro District (CPN) since 1999. In the past year and a half, KJ has led the retrofit of their 5 mgd direct filtration Plant (WTP). The rehabilitation process began in late 2021, when KJ was called in to support and lead CPN through emergency construction and start-up of their WTP in four months.

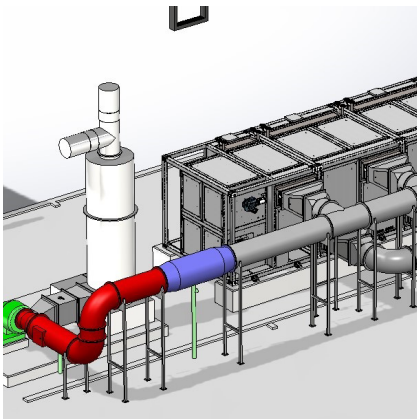
KJ helped CPN identify and prioritize their “must-haves” for plant start-up, and then create an infrastructure upgrade plan to organize and implement projects. KJ continues to serve CPN on a variety of projects including:

- Rehabilitating and upgrading their Backwash Reclaim Tank
- Installation of a new Liquid Ammonia Sulfate Chemical Room and System
- Installing a new HVAC system in the WTP
- Upgrading several lift stations in their collection system
- Replacing aging pipelines in the water distribution and sewer collection system

- Reverse engineering the CPN WTP to develop P&IDs and Electrical As-builts
- Rehabilitate 3 above grade and 2 below grade storage tanks
- Upgrading their multi-media filters with new monomedia and updated ancillary equipment

Throughout this work, KJ has had to balance remedying past errors at the facility with strategizing what we install today impacts future planned and unplanned upgrades to the CPN WTP. We achieve this balance through constant communication with CPN and ensuring they understand the impacts of the projects that are being implemented into their WTP.

Seaside Dryer Replacement | City of Seaside, Seaside, OR



Client Reference:

Jerod Swanson
9586 58th Pl, Kenosha, WI 53144
(612) 401-2006
jswanson@centrisys.us

Firm Responsibility: Design Engineer

Size/Cost: \$327,000

Date: 2022- Ongoing

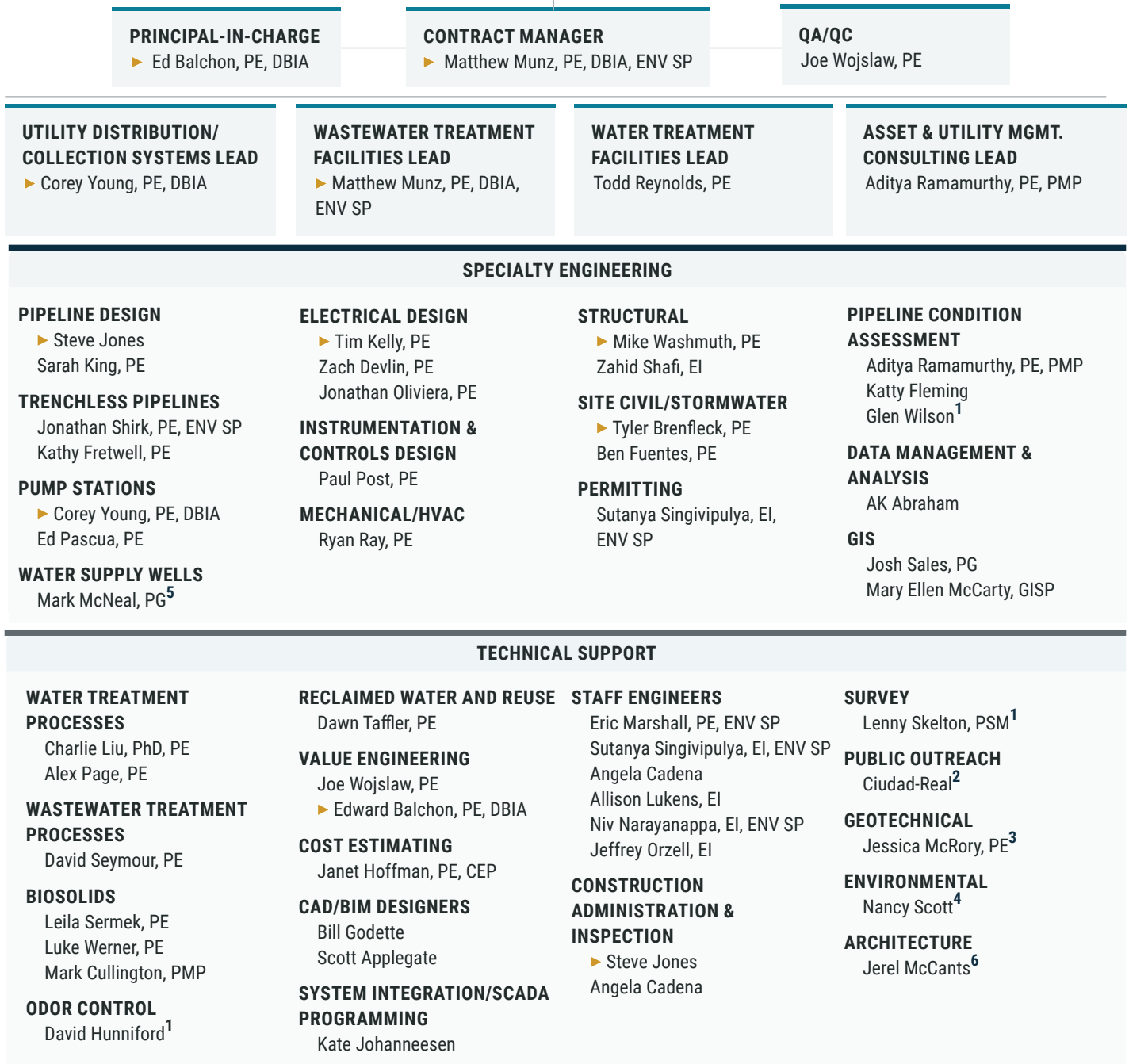
Change Orders: None

Time Extensions: N/A

The City of Seaside (City) wants to replace biosolids dewatering and drying equipment at the City’s Wastewater Treatment Plant). KJ is providing engineering services to Centrisys/CNP, Inc. Services will include a predesign effort, including a pre-design report to the Oregon Department of Environmental Quality standards. The report will include a 30% predesign for the facility for approval, a 60% design, a 90% design, and the final bid set for construction and stamped structural and electrical, and building mechanical sheets for permitting with the City. KJ will also provide construction support during the construction phase (submittal and RFI review, and periodic construction observation).

Local, Responsive Design Team Supported by Nationally Recognized Industry Experts

KJ has assembled a project team to meet the scope of work identified. Polk County will benefit from our project team's expertise on projects on similar as-needed contracts. Our approach to structuring this project team is to assign a team of qualified project managers, experienced with the technical project aspects, who also have the client interface and organizational skills necessary for these projects. **The KJ team was crafted to accommodate this contract with availability, responsiveness, and dependability in mind.**



LEGEND

- ▶ Key Personnel
- ¹V&A Consulting Engineers, Inc.
- ²Valerin Group, Inc.
- ³Arehna, Engineering, Inc.
- ⁴Earth Resources, Inc.
- ⁵ASRus, LLC
- ⁶Jerel McCants Architecture, Inc.

Edward Balchon, PE, BCEE, DBIA / Director, Strategic Plan Implementation

Principal-in-Charge



PROFESSIONAL SUMMARY

Edward (Ed) Balchon has 37 years of experience in planning, evaluating, designing, and constructing wastewater treatment facilities. He has managed several large wastewater treatment plant efforts, including several advanced wastewater treatment plant design and construction projects. Ed has been engaged in recent projects using reclaimed wastewater as recharge to enhance water supplies and beneficially utilize valuable reclaimed wastewater. Ed is experienced with the various state and regional permitting requirements, treatment facilities, collection system piping, and pumping station construction methodologies.

Education

BS, Environmental Engineering, Pennsylvania State University, 1985

Registrations/Licenses

Professional Engineer, FL (47897)

Professional Environmental Engineer, TX (144285)

Certifications

Design Build Professional, Design Build Institute of America

Board Certified Environmental Engineer

PROJECT EXPERIENCE

Lake Park Estates Pump Station No. 7, Sarasota County, Sarasota, FL | Project Principal

Ed served as the project principal and quality control lead on a fixed-price design-build project to deliver a potable water booster station on the fringes of Sarasota County's service area. The project includes providing a ground storage tank, booster pumps, chemical storage and dosing, and the associated instrumentation and controls. **Cost: \$167,000**

Valrico AWTP Equalization Basin and Reject Pump Station Improvements, Hillsborough County, Hillsborough County, FL | Project Principal

Ed provided preliminary engineering, detailed design, permitting, bidding assistance, construction administration, resident project representation, training, startup and closeout assistance services related to the addition of two equalization basins totaling 3 MG in capacity, improvements to the reject return system to increase the rate of reject return from 1 mgd to 4 mgd and the addition of a dedicated headworks lift station rated for 36 mgd. **Cost: \$340,000**

Northeast Regional Wastewater Treatment Facility (NERWWTF), Polk County Utilities, Winter Haven, FL | Project Officer

Ed was responsible for preliminary efforts to determine the size and methods of an expanded NERWWTF. The existing facility is 3 million gallons per day (mgd) and needs to be bigger for growth in NE Polk County. He worked with county staff to determine planning needs and the required size of the expanded facility. He served as project officer for the full design of the expanded (additional 6 mgd) facility. **Cost: \$168,000**

Asset Management Program, Polk County Utilities, Winter Haven, FL | Project Officer

Ed prepared the phase 1 asset management program plan for the County utility. In this phase, teams were assigned, stakeholders and champions were identified, and processes for collecting, scoring, and storing asset information were developed. **Cost: \$77,000**

Water, Wastewater and Reclaimed Water Master Plan, City of Fort Myers, Fort Myers, FL | Project Manager

Ed was responsible for the master planning efforts for all three water systems (potable water distribution, wastewater collection, and reclaimed water distribution), including creating system hydraulic models. The purpose of the master plans was to complete a near-term and long-term improvement plan for the three systems. **Cost: \$330,000**

Matthew Munz, PE, DBIA, ENV-SP / Senior Project Manager

Contract Manager



PROFESSIONAL SUMMARY

Matthew (Matt) Munz has 11 years of experience in a variety of water, wastewater, reclaimed water, and reuse projects, including feasibility studies, master planning, permitting, design, construction, and commissioning using both conventional and alternative delivery methods. He has managed projects with less than \$10,000 to over \$2 million. He has substantial experience providing construction engineering and inspection services for utility projects ranging from treatment plant upgrades to underground utility relocations in the State of Florida.

Education

BS, Civil Engineering,
University of South
Florida, 2013

Registrations/Licenses

Professional Engineer,
FL (87068)

Certifications

Design Build
Professional, Design
Build Institute of
America

Envision Sustainability
Professionals (ENV
SP)

PROJECT EXPERIENCE

Seaside Dryer Replacement and Solids Handling Improvements, City of Seaside, Seaside, OR | Design Manager

Matt led the design for a fixed-price design-build project to upgrade solids handling equipment at the City of Seaside’s WWTP. Improvements included a thickening centrifuge, a new dryer, a gas boiler, and odor control. **Cost: \$220,000**

Wastewater Treatment Reclaimed Water Pump Station Expansion, City of Austin, Austin, TX | Project Engineer

Matt is leading the evaluation of alternatives for additional pumping capacity at a 12,000 GPM reclaimed water pump station. KJ is preparing a preliminary engineering design report to evaluate alternatives and provide a preliminary design for the recommended alternative. **Cost \$205,000**

Central Trunk Sewer Replacement, City of Oxnard, Oxnard, CA | Project Engineer

Matt is leading the lift station design effort for a new lift station to allow the re-routing of the City’s central trunk sewer. The duplex lift station has a peak wet weather flow of roughly 5 mgd. The design includes submersible pumps, new wet well and valve vaults, MCC, SCADA control panels, lifting equipment, site security, and odor control. **Cost: \$607,000**

Lake Park Estates Pump Station No. 7, Sarasota County, Sarasota, FL | Project Manager

Matt served as the design professional on a fixed-price design-build project to deliver a potable water booster station on the fringes of Sarasota County’s service area. The project includes providing a ground storage tank, booster pumps, chemical storage and dosing, and the associated instrumentation and controls. **Cost: \$167,000**

South Hillsborough Aquifer Recharge Expansion Project, Hillsborough County, Tampa, FL | Project Manager

Matt was the project manager for expanding Hillsborough County’s aquifer recharge system. The project included locating and permitting five additional well sites and completing the design for two of the permitted sites. Matt led the development of the basis of the design report for surface facilities and conveyance systems. **Cost: \$2.5M**

Corey Young, PE, DBIA / Director of Project Resourcing

Utility Distribution/Collection Systems Lead



PROFESSIONAL SUMMARY

Corey Young is a registered professional civil engineer with 25 years of experience in the planning, design, and construction management of water, wastewater, and recycled water projects. He has been responsible for the design of pump/lift stations, pipelines, wells, and treatment facilities. He has extensive experience performing system hydraulic analyses for water, wastewater, and recycled water pumping facilities.

Education

BS, Environmental Engineering, Rensselaer Polytechnic Institute, New York, 1998

Registrations/Licenses

Professional Engineer, FL (94122)

Professional Civil Engineer, TX (146733)

Professional Civil Engineer, CA (69577)

Certifications

Design Build Professional, Design-Build Institute of America

8-hour Hazwoper Refresher Training

PROJECT EXPERIENCE

Wastewater Infrastructure Rehabilitation, City of Carlsbad, Carlsbad, CA | Project Manager

Corey was the project manager for the design of cast-in-place-pipe (CIPP) lining for approximately 1.5 miles of VCP pipe ranging in diameter from 6 to 10 inches as part of the City's On-Call contract. Preparatory study included spot checking of condition assessment report for pipelines. Laterals were outfitted with top hats, and point repairs were designed for highly deteriorated or displaced pipe. **Cost: \$92,093**

Lift Station 1 Replacement, Rainbow Municipal Water District, Bonsall, CA | Project Manager

Corey was the project manager for the preliminary and final design of the Lift Station #1 Replacement Project. Additionally, replacement of a force main (currently 270 lf) and gravity main (currently 7,447 lf) delivering wastewater from Lift Station No. 1 to Lift Station No. 2. The design will also include approximately 1,200 lf of wastewater gravity line replacement that is approximately 365 feet west of Old River Road and will tie in to a new line constructed by a local development. Additionally, there is replacement /upsizing of a force main (4,800 lf) and gravity main (11,000 lf), and includes both microtunneling and sliplining trenchless construction methods. This line crosses the San Luis Rey River and currently includes a siphon. The Lift Station No. 1 remained on-line during construction to continue to meet consumer demands. **Cost: \$1M**

Design-Build Replacement of Well #2673 at Camp Pendleton, Navy Southwest Facility Command, Watts Constructors, Camp Pendleton, CA | Project Manager

Corey led the engineering team on this design-build project that involved design and construction support services for the drilling and equipping of a replacement well (1,200 gpm) and abandonment of the existing well. **Cost: \$179,577**

Design and Construction for Advanced Water Treatment System, San Elijo Joint Powers Authority, Cardiff by the Sea | Project Manager

Corey prepared a complete preliminary design report and final design plans/specifications for the design and construction of a 0.5 mgd advanced water treatment facility, expandable to 1 mgd capacity. The treatment process employs microfiltration followed by reverse osmosis. KJ designed the treatment facility to take advantage of existing secondary and disinfection processes and complement the existing 2.5 mgd tertiary treatment system to increase the overall treatment plant capacity and lower TDS to meet the District's reuse objectives. Project was procured through an alternative delivery method (CMAR). KJ was responsible for design, engineering support during construction, as well as construction observation. **Cost: \$980,000**

Tyler Brenfleck, PE / Project Engineer

Site Civil/Stormwater



PROFESSIONAL SUMMARY

Tyler Brenfleck is a project engineer with six years of experience in engineering consulting for water/wastewater, stormwater, and site-civil design. Tyler has several years of experience as the lead project engineer on various projects, including site civil design, stormwater design and permitting, master planning, pump station design, water/wastewater treatment facility upgrades, and basin management action plan (BMAP) compliance studies. Tyler has served as project manager and technical lead for the past year, managing several ongoing stormwater and site-civil design projects with Mead & Hunt and delivering quality projects to clients throughout the Florida market

Education

BS, Civil Engineering & Environmental/Water Resources Engineering, University of South Florida, 2017

Registrations/Licenses

Professional Engineer, FL (95964)

Certifications

Florida Stormwater, Erosion, and sedimentation Control Inspector

PROJECT EXPERIENCE

Northwest Regional WWTF Headworks Facility Improvements, Polk County Utilities, Polk County, FL | Project Engineer

Tyler was responsible for construction phase services, including review of RFIs, shop drawings, project closeout, and oversight of construction operations during major milestones to verify compliance with proposed design plans for upgrades to the existing headworks facility at the County’s wastewater treatment plant.

Cost: \$100,000

Polk County Lift Station Inventory Assessment, Polk County Utilities, Polk County, FL | Project Engineer

Tyler managed and provided construction management and inspection services for upgrades to TPAD digester and thickener facilities. The upgrades included new daft covers, mixing systems, heat exchangers, significant modifications and relocation of the digester and natural gas piping system, retrofit of the dissolved air flotation thickeners, complete retrofit of 4 existing digesters converting to TPAD, new odor.

Cost: \$100,000

Seaside Dryer Replacement, City of Seaside - Centrisys/CPN Inc., Seaside, OR | Project Engineer

Tyler leads preliminary design efforts and coordinates disciplines to replace biosolids dewatering and drying equipment at the City’s Wastewater Treatment Plant (WWTP). KJ provides engineering services through the Oregon Department of Environmental Quality standards, including design and permitting. KJ will also provide construction support during the construction phase (submittal, RFI review, and periodic construction observation).

Cost: \$327,000

Forth Smith Pump Station Improvements, City of Deltona, Deltona, FL | Project Manager

Tyler was the project manager and technical lead for retrofits to an existing City of Deltona stormwater pump station. The City wants to replace the existing permitted above-grade, single suction-lift pump with a submersible duplex pump station. The submersible pump station has been designed such that only one (1) pump runs at any time. The second pump will alternate as the primary for pump longevity and maintenance. Tyler was responsible for developing final design plans, specifications, EOPCC, and permitting through the SJRWMD.

Cost: \$54,700

Steven Jones / Project Manager

Pipeline Design



PROFESSIONAL SUMMARY

Steven Jones has extensive experience in the civil/environmental engineering, as project manager, assistant project manager, and project designer on municipal wastewater, water, reclaimed water, stormwater, street & drainage, streetscape, site/civil and land development projects. Experience includes the design of over 300,000 lf of pressure pipelines as well as over 70,000 lf of gravity storm sewer improvements. Experience also includes project management of Construction Engineering & Inspection (CEI) services on numerous projects and extensive permitting work through numerous state Water Management Districts (SWFWMD, SFWMD, SRWMD), the Florida Department of Environmental Protection (FDEP), US Army Corps of Engineers (USACE), Florida Department of Transportation (FDOT) and many local municipalities.

Education

Engineering
Technology, Louisiana
State University

Registrations/Licenses

Professional Civil
Engineer, CA (69367)

Certifications

Qualified Stormwater
Pollution Prevention
Plan Developer

PROJECT EXPERIENCE

Phase 4A & Adelle Loop Reclaimed Water Main Extensions, City of DeLand Utilities, DeLand, FL | Project Manager

Steve managed and provided advice to various construction management teams for facilities upgrades, including blower modernization, nitrification clarifier upgrades, fire life safety upgrades, facility-wide water upgrades, filtration upgrades, and various other facility modifications. This assignment also includes program management reporting and review of various project design documents. **Cost: \$327,000**

Ellisville WWTP, Lift Stations & Force Mains, Columbia County, Lake City, FL | Project Designer

Steve was the project designer for the approximately 12,000 lf of 4-inch HDPE force main extending from two new lift stations to a new 25,000 GPD package wastewater treatment plant to accommodate proposed development at the intersection of I-75 and US Hwy 441. This project included extensive coordination with the FDOT for permitting a 350-foot HDD crossing of I-75 and a 130-foot jack & bore of 24" diameter casing with 8-inch gravity sewer under US Hwy 441. **Cost: \$146,000**

Alabama Ave. Reclaimed Water Main Extension, City of DeLand Utilities, DeLand, FL | Project Manager

Steve was the project manager for the design of approximately 800 lf 18-inch PVC (open cut) and 4,500 lf of 18-inch HDPE (directional drill) reclaimed water transmission interconnect to connect the Adelle Loop system to the City's Wiley M. Nash Water Reclamation Facility. Responsibilities also included managing CEI services for the project's construction phase. **Cost: \$111,000**

Northdale Reclaimed Water Main & Dawnview Force Main Replacement, Hillsborough | Project Manager

Steve was the project manager for the design of approximately 4,000 lf of 12-inch force main, 9,000 lf of 12-inch reclaimed water main and 2,600 lf of 8-inch reclaimed water main located within the Northdale neighborhood of unincorporated Hillsborough County. Responsibilities included project design, project management assistance, and the management of CEI services for the construction phase of the project. Project challenges included the implementation of the design through several key and congested intersections, several directional drill applications, and preparation of key maintenance of traffic plans. **Construction Cost: \$3M**

Michael Washmuth, PE / Structural Engineer

Structural



PROFESSIONAL SUMMARY

Michael (Mike) Washmuth is a structural engineer specializing in projects specific to the water, wastewater, and water resources industries. He delivers professional, innovative technical expertise in structural engineering design and construction administration. He is experienced in delivering projects of wide-ranging scope for new construction and improvements to existing facilities. Mike is well-versed in both design-bid-build and design-build; his design experience includes but is not limited to computer-aided finite element analysis of structures, reinforced concrete structures and tanks, steel structures, masonry structures, wind and seismic analysis, and retaining walls.

Education

BS, Civil Engineering,
University of Central
Florida, 2011

MS, Structural
and Geotechnical
Engineering University
of Central Florida, 2016

Registrations/Licenses

Professional Engineer,
FL (80477)

PROJECT EXPERIENCE

Master Pump Station 306, Collier County, Collier County, FL | Structural Engineer

Michael was the structural engineer for the pump station structure included a pump area atrium, electrical room, generator room, and offices. The building structure is a reinforced concrete frame with masonry infill. There are two roof levels, the lower level over the electrical, generator, and office areas and the higher roof level over the pump area. The lower-level roof is prestressed concrete hollow core units, and the higher roof is prestressed double tee beams. The double tees also support a bridge crane to facilitate pump removal. The roof also has an architectural mansard constructed of cold-formed steel trusses with standing seam metal decking.

Cost: \$800,000

Water Reclamation Facility Expansion, TOHO, Kissimmee, FL | Lead Structural Engineer

Michael was responsible for the design of an 8 mgd conversion of an oxidation ditch to AAO process. Structural design and analysis included the effect of raising the high water level of the existing tank and associated wall vertical extensions, new concrete baffle walls, new concrete walkways, and custom pipe supports. An extensive assessment of the existing structure was required.

Cost: \$450,000

Treatment Plant Upgrades, Markham Regional Water, Seminole County, FL | Assistant Structural Engineer

Michael provided review of construction documents for expanding and upgrading the existing Markham WTP to include ozonation for hydrogen sulfide removal and ion exchange for reducing total organic carbon. The expansion also included a 1.5 mg storage tank, new chlorine and fluoride storage, feed systems, a 54-inch diameter pipe for chlorine contact, additional high-service pumps, and standby electrical generators to provide capacity for treating 17.28 mgd. The project also included a new operations building designed to meet the Florida Green Building Coalition certification standards.

Cost: \$500,000

Reclaimed Water Treatment Plant, TECO, Lakeland, FL | Assistant Structural Engineer

Michael assisted in the structural analysis and coordination of multiple structures for a new reclaimed water treatment plant servicing a power generation facility. Structures included a large concrete filter structure, a pre-engineered metal building centrifuge structure with an elevated steel mezzanine designed for dynamic forces, and raw water pump station with sheet pile retaining walls.

Cost: \$900,000

Tim Kelly, PE / Senior Electrical Engineer

Electrical Design



PROFESSIONAL SUMMARY

Tim Kelly has 13 years of electrical and I&C design experience. Tim has worked on a variety of projects. He has developed expertise in design document development, electrical service coordination, short-circuit and arc fault studies, standby power systems, fire alarms, signaling systems, NEC hazardous location design, lighting design, motor controller design, and radio telemetry system design. Tim has designed full voltage non-reversing motor starters, the solid-state reduced voltage starters, and variable frequency drives. Tim is also very experienced with construction inspection and troubleshooting in the field.

Education

BS, Bachelors of Electrical Engineering, Suny Maritime, 2010

AS, Associates of Electrical Engineering Technology, Suny Maritime, 2005

Registrations/Licenses

Professional Engineer, FL (85999)

Professional Engineer, ME (17722)

PROJECT EXPERIENCE

Polk County Sheriff's Office Training Facility, Polk County Utilities, Polk County, FL |
Lead Electrical Engineer

Tim was the lead electrical engineer for the Design-Build Project which consisted of consolidating numerous training facilities located throughout the property into a single all-encompassing structure in accordance with the County's requirements. Tim attended several initial coordination meetings with the client and contractor. Tim made initial coordination contact with the electric supplier for new electric service and demolition of several existing electric services. **Cost: \$586,000**

Sulfuric Acid and Ferric Sulfate Storage Tank Rehabilitation Design, City of Tampa, Tampa, FL | Lead Electrical and Controls Engineer

Tim was responsible for evaluating the electrical and control systems associated with chemical storage areas for sulfuric acid and ferric sulfate. He assisted in developing a preliminary engineering report incorporating safety and operational efficiency enhancements. He led the electrical and control design disciplines to implement the recommended upgrades. **Cost: \$100,000**

South Hillsborough Aquifer Recharge Expansion Project, Hillsborough County, Tampa, FL | Lead Electrical and Controls Engineer

Tim was the electrical and controls lead for this project. The project included locating and permitting five additional well sites and completing the design for two of the permitted sites. Tim assisted with developing the basis of the design report for electrical and control systems associated with the surface facilities and conveyance systems for two 5 mgd recharge wells using reclaimed water for aquifer recharge and their associated monitoring wells. Two design packages were developed to implement this project, one for well construction and the second for the surface facilities required to operate the wells. Tim led the electrical and control design disciplines throughout the project. **Cost: \$2.5M**

Subconsultants



Ahrena Engineering Geotechnical

Ahrena Engineering (Ahrena) is a geotechnical and structural forensic engineering firm, that provide as well full service materials testing and inspection services throughout the State of Florida. Ahrena’s project experience includes many thousands of geotechnical engineering and materials testing projects, including fast-paced Design-Builds. Projects have included water treatment facilities, wastewater & roadway improvements, pipeline, bridge replacements, complete streets, parks, trails, as well as safety and bike and pedestrian, stormwater and drainage projects for City of St. Pete, Pinellas County, FDOT District Seven, as well as other Counties and Cities throughout the State. They are State of Florida Certified MBE & DBE, and Woman-Owned & Locally Operated firm that will provide geotechnical engineering services and material testing for this project.



Valerin Group, Inc. Public Outreach

The Valerin Group, Inc. (Valerin), a full-service, woman-owned communications firm specializes in public involvement, community outreach, graphic design, website and mobile app development, visualizations, video/audio production, aerial drone imagery, and translation services. Valerin has developed and implemented hundreds of public engagement and community outreach plans and currently serves as the internal communications representative for the Polk Regional Water Cooperative (PRWC).



ASRus, LLC Hydrogeologist

ASRus, LLC provides hydrogeological and reuse-related professional services to municipal and industrial clients in Florida. They work closely with consulting firms to provide oversight and expertise in projects such as Aquifer Storage Recovery (ASR), deep injection wells, and water supply development and permitting. They have provided hydrogeological services on more than 85 projects with approximately 30 municipal, industrial, and private clients throughout peninsular and panhandle Florida.



Earth Resources, Inc. Environmental

Earth Resources is a family-owned business located just outside Kilmarnock in Lancaster County on Virginia’s Northern Neck. They specialize in shoreline protection, excavation and site preparation for contractors, residential septic system installation and repair, and drainage. They believe each new project helps them build their reputation for timely service and quality construction at a fair price.



Jerel McCants Architecture, Inc. Architecture

Jerel McCants Architecture is a design firm uniquely outfitted to address the needs of project renovations, remodels, and new construction. They specialize in providing innovative solutions to complex problems and have been recognized for our approach to business and client experience. Their method of collaboration and coordination with Owners during the design process enhances the project documents and delivery process while ensuring the project is delivered on-time and within budget. Jerel McCants, Principal Architect of the firm, is involved in your project from beginning to completion. They take pride in each project, as the outcome is just as important to us as it is to our Client. Their core values are focused on integrity, innovation, and insight.



V&A Consulting Survey/Odor Control

V&A has provided extensive engineering, CEI, and survey services across Central Florida since 1979. V&A survey personnel have decades of experience in delivering land surveying products, including route surveys, boundary surveys, topographic surveys, legal descriptions and sketches, right-of-way maps, construction staking, as-built surveys, and wetland delineation surveys. Past projects include the real-time kinematic (RTK) Global Positioning System (GPS) location of approximately 30,000 utility components with centimeter accuracy and various route surveys totaling more than 200 miles.

Frequently hydrogen sulfide leads to major wastewater infrastructure corrosion along with public odor complaints and worker safety issues. With over three decades of solving hydrogen sulfide and other wastewater odor compound issues, V&A has the experience and expertise to investigate existing or potential wastewater facility odor problems and develop data-based sulfide/odor control strategies that factor regulatory requirements, corrosion concerns, worker safety and the desire to be a good neighbor. Their engineers first work to define sulfide/odor control program goals in order to develop the most straightforward approach to mitigating odorous emissions, reducing corrosive conditions, and protecting worker safety.

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

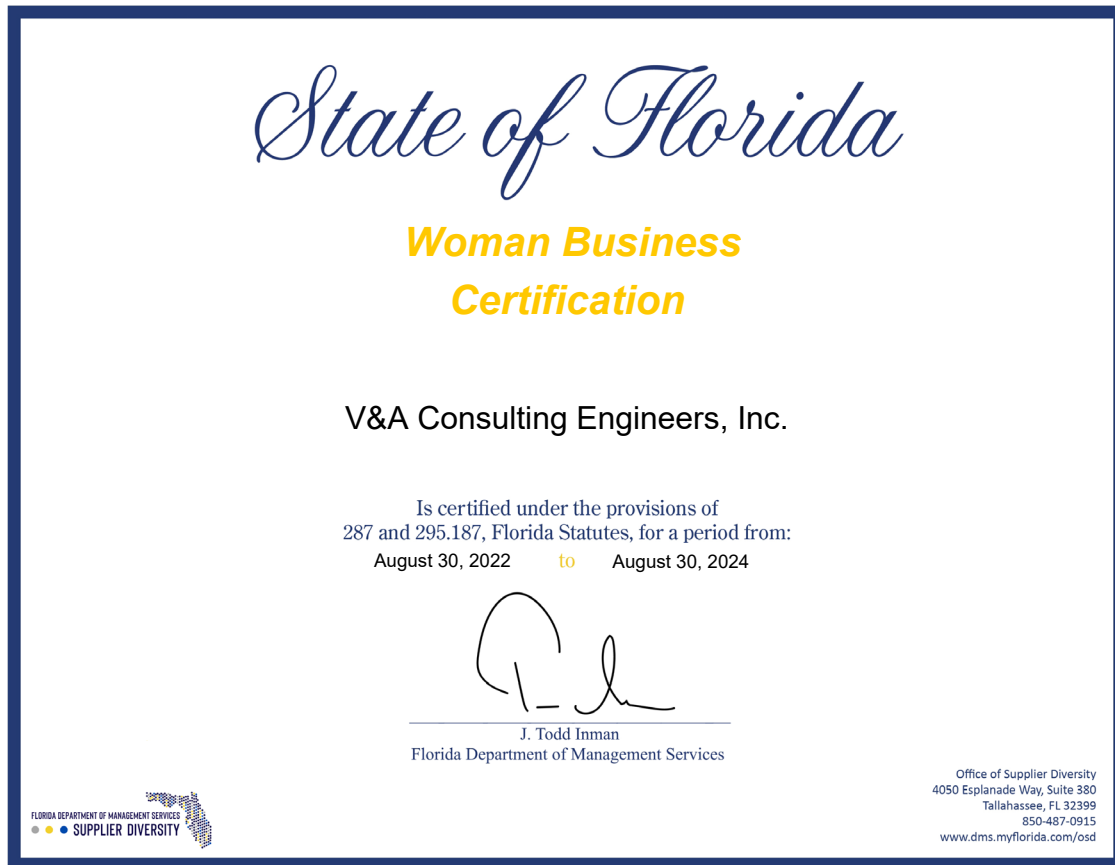
KJ is not a Polk County entity. Our Florida office and the majority of our key staff are located in neighboring counties, and we do have experience successfully delivering projects within Polk County. Projects that our team members have contributed to within Polk County include:

- WWTF Headworks Facility Improvements, Polk County Utilities
- Polk County Lift Station Inventory Assessment, Polk County Utilities
- Northeast Regional Wastewater Treatment Plant Expansion Study, Polk County Utilities
- Phase 1 Asset Management Program, Polk County Utilities
- Polk Regional Water Cooperative
- Allred Wastewater Treatment Plant Headworks Improvements, City of Auburndale
- Reclaimed Water Treatment Plant, Tampa Electric Company
- Reclaimed Water Pipeline, Tampa Electric Company
- Polk Power Station UIC Wells, Tampa Electric Company

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

Although KJ is not a certified Woman Owned Business Enterprise (WBE) nor a Minority Business Enterprise (MBE), we have a demonstrated history of supporting programs similar to the County’s by consistently teaming with certified organizations to deliver projects for our clients. Proof of our dedication to supporting the County’s supplier diversity goals is our commitment to include the certified firms outlined below:

Firm	Certification	Certifying Agency	Project Role
V&A Consulting Engineers, Inc.	WBE	State of Florida	Survey/Odor Control
Valerin Group, Inc.	WBE	State of Florida	Public Outreach
Arehna Engineering, Inc.	WBE	State of Florida	Geotechnical Investigation and Engineering
Earth Resources	WBE	State of Florida	Environmental Services
Jarel McCants Architecture, Inc.	WBE	State of Florida	Architecture



State of Florida
Woman Business Certification

The Valerin Group, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
09/30/2021 to 09/30/2023


Jonathan R. Satter, Secretary
Florida Department of Management Services

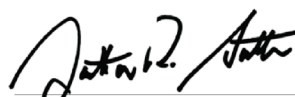
 Department of
**MANAGEMENT
SERVICES**
Office of Supplier Diversity


Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

State of Florida
Woman Business Certification

AREHNA Engineering, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
09/03/2021 to 09/03/2023


Jonathan R. Satter, Secretary
Florida Department of Management Services

 Department of
**MANAGEMENT
SERVICES**
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

State of Florida

Woman Business Certification

Earth Resources, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
03/05/2021 to 03/05/2023


Jonathan R. Satter, Secretary
Florida Department of Management Services

Renewal is under review

 Department of
**MANAGEMENT
SERVICES**
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

State of Florida

Minority Business Certification

Jerel McCants Architecture, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
02/03/2022 to 02/03/2024


J. Todd Inman
Florida Department of Management Services

 Department of
**MANAGEMENT
SERVICES**
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Tab 6 | Interactions with County and Regulatory Agency Staff

Our staff has extensive experience in permitting repair, rehabilitation, and improvement projects associated with utilities infrastructure in the State of Florida. Our staff has successfully obtained a variety of permits from the following agencies:

Southwest Florida Water Management District

- Water Use Permits
- Environmental Resource Permits
- Well Construction Permits

South Florida Water Management District

- Consumptive Water Use Permits
- Environmental Resource Permits
- Well Construction Permits

Florida Department of Environmental Protection

- National Pollution Discharge Elimination System (NPDES)
- Domestic Wastewater Facilities
- Major and minor modifications to domestic wastewater facilities
- Biosolids Plans including Application Sites
- Domestic Wastewater Collection/Transmission
- Public Access Reuse System
- Underground Injection Control (UIC) Permits
- Environmental Resource Permitting (ERP)

Polk County Health Department

- Public Water Systems
- Well Construction

U.S Army Corp of Engineers

- General Permits
- Individual Permits

Polk County Building Department

- Building Permits

Survey Questionnaire – Polk County

RFP 23-448, Utilities Design Services & Regulatory Services

To: John Maashoff, P.E. (Name of Person completing survey)
 City of Carlsbad, Public Works Department (Name of Client Company/Contractor)
 Phone Number: (760) 434-2856 Email: John.Maashoff@carlsbadca.gov

Subject: Past Performance Survey of Similar work:
 Project name: Temporary Fire Station No. 7 Sewer Lift Station Design
 Name of Vendor being surveyed: Kennedy Jenks
 Cost of Services: Original Cost: \$99,965 Ending Cost: \$36,510
 Contract Start Date: March 7, 2022 Contract End Date: January 6, 2023

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)	
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)	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 John Maashoff, P.E.

Signature of Evaluator: 

Please fax or email the completed survey to: CoreyYoung@kennedyjenks.com

Survey Questionnaire – Polk County

RFP 23-448, Utilities Design Services & Regulatory Services

To: Nathan Travis (Name of Person completing survey)
Castle Pines North Metropolitan District (Name of Client Company/Contractor)
 Phone Number: (303) 242-3269 Email: nathan@cpnmd.org

Subject: Past Performance Survey of Similar work:

Project name: District Engineering and Capital Project Design

Name of Vendor being surveyed: Kennedy Jenks Consultants

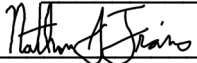
Cost of Services: Original Cost: \$2.9M Ending Cost: On-going

Contract Start Date: 1999 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 Nathan J. Travis

Signature of Evaluator: 

Please fax or email the completed survey to: _____

Survey Questionnaire – Polk County

RFP 23-448, Utilities Design Services & Regulatory Services

To: Jesus Gastelum, Ph.D. (Name of Person completing survey)
Elsinore Valley Municipal Water District (Name of Client Company/Contractor)
 Phone Number: (951) 674-3146 ext. 8399 Email: kgastelum@evmwd.net

Subject: Past Performance Survey of Similar work:

Project name: Palomar Well No. 2

Name of Vendor being surveyed: Kennedy Jenks

Cost of Services: Original Cost: \$256,580 Ending Cost: \$490,049

Contract Start Date: March 23, 2017 Contract End Date: Estimated October 31, 2023

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)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	
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)	9
9	Ability to maintain proper documentation	(1-10)	9
10	Appropriate application of technology	(1-10)	9
11	Overall Client satisfaction and comfort level in hiring	(1-10)	9
12	Ability to offer solid recommendations	(1-10)	9
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	9

Printed Name of Evaluator Jesus Gastelum, Ph.D.

Signature of Evaluator:  _____

Please fax or email the completed survey to: CoreyYoung@kennedyjenks.com

Survey Questionnaire – Polk County

RFP 23-448, Utilities Design Services & Regulatory Services

To: Paul Sciuto, General Manager (Name of Person completing survey)
Monterey One Water (Name of Client Company/Contractor)
 Phone Number: (831) 645-4600 Email: Paul@my1water.org

Subject: Past Performance Survey of Similar work:
 Project name: Pure Water Monterey Advanced Water Purification Facility
 Name of Vendor being surveyed: Kennedy Jenks Consultants
 Cost of Services: Original Cost: \$10,125,755 Ending Cost: \$11,263,688
 Contract Start Date: 2016 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)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	9
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	9
10	Appropriate application of technology	(1-10)	9
11	Overall Client satisfaction and comfort level in hiring	(1-10)	9
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)	9

Printed Name of Evaluator PAUL A. SCIUTO
 Signature of Evaluator: *Paul A. Sciuto*
 Please fax or email the completed survey to: _____

Survey Questionnaire – Polk County

RFP 23-448, Utilities Design Services & Regulatory Services

To: Jerod Swanson (Name of Person completing survey)
Centrisys - CNP (Name of Client Company/Contractor)
 Phone Number: 612-401-2006 Email: jswanson@centrisys.us

Subject: Past Performance Survey of Similar work:

Project name: Seaside Dryer Replacement & Dewatering Improvements

Name of Vendor being surveyed: Kennedy/Jenks Consultants, Inc.

Cost of Services: Original Cost: \$282,562 Ending Cost: \$327,077

Contract Start Date: 7/21/22 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 Jerod Swanson

Signature of Evaluator: [Signature]

Please fax or email the completed survey to: mattmuniz@kennedyjenks.com



Exhibit "B"

**Kennedy Jenks Consultants, Inc.
Fee Schedule November 2023**

Billing Classification	Range of Direct Labor Rates		Range of Billing Rates	
	Min	Max	Min	Max
Engineer/Scientist/Specialist 1	22.00	25.00	67.07	76.21
Engineer/Scientist/Specialist 2	25.97	44.24	79.17	134.86
Engineer/Scientist/Specialist 3	31.64	50.79	96.45	154.83
Engineer/Scientist/Specialist 4	35.99	74.18	109.71	226.13
Engineer/Scientist/Specialist 5	46.10	73.56	140.53	224.24
Engineer/Scientist/Specialist 6	53.23	82.92	162.27	252.78
Engineer/Scientist/Specialist 7	54.16	100.00	165.10	304.85
Engineer/Scientist/Specialist 8	72.11	123.60	219.82	340.00*
Engineer/Scientist/Specialist 9	91.41	160.00	278.66	360.00*
Senior CAD Designer	46.00	54.26	140.23	165.41
CAD Designer	37.23	49.04	113.49	149.50
Senior CAD Technician	26.99	44.72	82.28	136.33
CAD Technician	30.16	35.09	91.94	106.97
Project Assistant	27.61	51.51	84.17	157.03
Administrative Assistant	22.87	44.00	69.72	134.13

*Capped to maximum rate

Multiplier Calculation November 2023

Multiplier Calculation	
Direct Labor	1.00
Payroll Burden / Fringe Benefits	0.59
Overhead / General Administrative	1.24
Direct Expenses	0.05
Subtotal	2.88
Profit (6 %)	0.17
Total Multiplier	3.05

Billing Classifications Descriptions

Classification	Description
Engineer-Scientist-Specialist 1	Performs technical work requiring advanced knowledge on one or more projects, supports projects teams as needed, and attends meetings both internally and externally where appropriate. Performs straightforward calculations, modeling, planning, and design tasks as prescribed by PM/PE. Drafts written portions of specs, reports, tech memos including graphics, maps, and details for review by others.
Engineer-Scientist-Specialist 2	Performs technical work requiring advanced knowledge on one or more projects, supports projects teams as needed, and attends meetings both internally and externally where appropriate. Performs straightforward calculations, modeling, planning, and design tasks as prescribed by PM/PE. Drafts written portions of specs, reports, tech memos including graphics, maps, and details for review by others. 1+ years of experience.
Engineer-Scientist-Specialist 3	Performs straightforward calculations, modeling, planning, and design tasks as prescribed by PM/PE. Drafts written portions of specs, reports, tech memos including graphics, maps, and details for review by others. Performs design and engineering computations, prepare reports, drawings, specs, permit applications, conduct modeling. 2+ years of experience.
Engineer-Scientist-Specialist 4	Performs moderate-level technical work on one or more projects, leads small projects, and attends meetings both internally and externally where appropriate. Directs the complete design work of a project team comprised of multi-discipline engineers, reviews complete project documents for conformance with scope and company quality standards. 3+ years of experience
Engineer-Scientist-Specialist 5	Designs complete projects, provides guidance to colleagues, manages resources on projects, acts as Deputy PM and attends meetings both internally and externally where appropriate. Serves as company technical specialist and expert, keeps informed of new developments, innovations. 5+ years of experience
Engineer-Scientist-Specialist 6	Directs the complete design of projects, mentors less experienced colleagues, acts as PM on large projects, supervises staff, and attends meetings both internally and externally where appropriate. performs moderate design and engineering tasks, develops broad knowledge and skills within discipline and/or practice area. 7+ years of experience.
Engineer-Scientist-Specialist 7	Serves as a technical expert to the organization, acts as Senior PM on multiple projects, supervises staff, and attends meetings both internally and externally where appropriate. Designs a complete project, system, component, or process, oversees technical quality and accuracy. 10+ years of experience.

Classification	Description
Engineer-Scientist-Specialist 8	Serves as a trusted advisor, acts as subject matter expert, Principal in Charge, serves as Program Manager, supervises staff, and attends meetings both internally and externally where appropriate. This position is responsible for preparing work according to company standards and established deadlines. Provides advice and guidance on complex matters acting as industry subject matter expert, develops standards and guidelines. 15+ years of experience.
Engineer-Scientist-Specialist 9	Serves as a trusted advisor, acts as subject matter expert, Principal in Charge, serves as Program Manager, supervises staff, and attends meetings both internally and externally where appropriate. This position is responsible for preparing work according to company standards and established deadlines. Provides advice and guidance on complex matters acting as industry subject matter expert, develops standards and guidelines. 20+ years of experience.
Senior CAD-Designer	Provides advanced and complex drafting and design support to engineers with minimal input needed to design a complete project, system, component, or process. This individual coordinates large, multiple and/or complex projects and oversees technical quality and accuracy. 10+ years of experience
CAD-Designer	Provides advanced drafting and design support to engineers by translating notes, sketches and electronic data into technical models for construction. Under general direction, this individual coordinates large, multiple and/or complex projects through knowledge of the design process utilizing AutoCAD, MicroStation and/or equivalent BIM platform. 7+ years of experience.
Senior CAD-Technician	Prepares and manages drawings using CAD and/or BIM software. This individual performs specialized drafting on one or more projects, leads tasks and/or small projects through proficient knowledge of AutoCAD, MicroStation and/or equivalent BIM platform. 5+ years of experience.
CAD-Technician	Prepares and updates drawings using CAD and/or BIM software. This individual performs routine to moderately difficult drafting assignments on one or more projects and supports project teams as needed through hands-on knowledge of AutoCAD, MicroStation and/or equivalent BIM platform.
Project Assistant	Supports financial administration of projects. Responsibilities include project setup, project billing, and consistently applying company accounting standards in various applications.
Administrative Assistant	Provides internal support to help individuals and teams meet their deadline driven objectives. Prepares spreadsheets, accompanying accounting preparation paperwork, correspondence, presentations and related support documentation for projects.

Fran McAskill
Director
Procurement Division



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P.O. Box 9005, Drawer AS05
Bartow, Florida 33831-9005
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Fax: (863) 534-6789
www.polk-county.net

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 |