

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, Pennoni Associates, Inc. (the “Consultant”), a Pennsylvania corporation, located at 1900 Market Street, Suite 300, Philadelphia, Pennsylvania 19103, and whose Federal Employer Identification Number 23-1683429.

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: Pennoni Associates, Inc.
1900 Market St., Suite 300
Philadelphia, PA 19103
Attn: Richard Homann, PE, ENV SP

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: Pennoni Associates, Inc.
Attn: Richard Homann, PE, ENV SP
1900 Market St., Suite 300
Philadelphia, PA 19103

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: Richard Homann, PE, ENV SP

Name: Steven Elias, PE

32.0 Annual Appropriations

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

33.0 Liquidated Damages

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

34.0 Employment Eligibility Verification (E-VERIFY)

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

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

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

35.0 Limitation of Liability.

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

36.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

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

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

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

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

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

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

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

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

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

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

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

37.0 No Construction Against Drafter

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

38.0 Unauthorized Alien(s)

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

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

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

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

ATTEST:

STACY M. BUTTERFIELD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____, Chairman
Board of County Commissioners

Date Signed by County: _____

Review as to form and legal sufficiency

Sandra B. Herzog 12/1/23
County Attorney's Office Date

ATTEST:

Pennoni Associates, Inc.
a Pennsylvania corporation

By: *[Signature]*
Corporate Secretary

By: *[Signature]*

Peter Coate

Steven L. Elias, PE

[Print Name]

[Print Name]

DATE: *12/6/2023*

Associate Vice President

[Title]

SEAL

DATE: 12/6/23



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 ^{Commonwealth of Pennsylvania} ~~County of Philadelphia~~ County OF Philadelphia

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 6th December 2023 (Date) by Peter R Coote (Name of officer or agent) as CORPORATE SECRETARY (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 6th December 2023 (Date).

Christina M. Iannarone (Official Notary Signature and Notary Seal)

CHRISTINA M. IANNARONE (Name of Notary typed, printed or stamped)

Commission Number 1269300 Commission Expiration Date May 3, 2024

Commonwealth of Pennsylvania - Notary Seal
CHRISTINA M IANNARONE - Notary Public
Philadelphia County
My Commission Expires May 3, 2024
Commission Number 1269300

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
PENNONI ASSOCIATES INC.

Filing Information

Document Number	F97000003836
FEI/EIN Number	23-1683429
Date Filed	07/23/1997
State	PA
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	10/27/2006
Event Effective Date	NONE

Principal Address

1900 MARKET STREET
SUITE 300
PHILADELPHIA, PA 19103

Changed: 10/03/2017

Mailing Address

1900 MARKET STREET
SUITE 300
PHILADELPHIA, PA 19103

Changed: 10/03/2017

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 01/18/2019

Address Changed: 01/18/2019

Officer/Director Detail

Name & Address

Title CFO

McPEAK, STACEY
3 SURREY DRIVE
NEWTOWN SQUARE, PA 19073

Title President/CEO

DELIZZA, DAVID A
729 WHITMAN DRIVE
TURNERSVILLE, NJ 08012

Title VP

PENNONI, ANDREW J
906 TRUEPENNY ROAD
MEDIA, PA 19063

Title VPS

COOTE, PETER J
128 WALTER DRIVE
MEDIA, PA 19063

Title VP

FREDERICK, BRUCE
3209 Shadyside Lane
Chesapeake, VA 23321

Title Regional Vice President

Diehl, Brian, PE
4308 Ellinwood Blvd
Palm Harbor, FL 34685

Title VP

McCarthy, E. Michael, PE
1011 Weathersfield Drive
Dunedin, FL 34698

Title VP

Nikolov, E. Peter, PE
9634 Maypan Place
Largo, FL 33777

Title Associate Vice President

Elias, Steven
145 Lake Otis Road
Winter Haven, FL 33884

Annual Reports

Report Year	Filed Date
2021	01/05/2021
2022	01/19/2022
2023	01/06/2023

Document Images

01/06/2023 -- ANNUAL REPORT	View image in PDF format
01/19/2022 -- ANNUAL REPORT	View image in PDF format
01/05/2021 -- ANNUAL REPORT	View image in PDF format
01/02/2020 -- ANNUAL REPORT	View image in PDF format
01/22/2019 -- ANNUAL REPORT	View image in PDF format
01/18/2019 -- Reg_Agent Change	View image in PDF format
01/04/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
01/22/2016 -- ANNUAL REPORT	View image in PDF format
08/05/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
03/24/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
02/01/2013 -- ANNUAL REPORT	View image in PDF format
01/05/2012 -- ANNUAL REPORT	View image in PDF format
02/16/2011 -- ANNUAL REPORT	View image in PDF format
02/22/2010 -- ANNUAL REPORT	View image in PDF format
01/29/2009 -- ANNUAL REPORT	View image in PDF format
05/06/2008 -- ANNUAL REPORT	View image in PDF format
02/27/2007 -- ANNUAL REPORT	View image in PDF format
01/05/2007 -- ANNUAL REPORT	View image in PDF format
10/27/2006 -- REINSTATEMENT	View image in PDF format
04/19/2005 -- REINSTATEMENT	View image in PDF format
09/24/1998 -- ANNUAL REPORT	View image in PDF format

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 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.

Exhibit "A-ii"


ORIGINAL
QUALIFICATIONS

Polk County
**UTILITIES DESIGN SERVICES &
REGULATORY SUPPORT SERVICE**
RFP #23-448 | JULY 19, 2023



PARTNERS FOR WHAT'S POSSIBLE

TABLE OF CONTENTS

- TAB 1 • EXECUTIVE SUMMARY
 - TAB 2 • APPROACH TO THE PROJECT
 - TAB 3 • EXPERIENCE, EXPERTISE, PERSONNEL AND TECHNICAL RESOURCES
 - TAB 4 • IS THE FIRM A POLK COUNTY ENTITY
 - TAB 5 • IS THE FIRM A CERTIFIED WOMAN OR MINORITY BUSINESS ENTERPRISE
 - TAB 6 • INTERACTIONS WITH COUNTY AND REGULATORY AGENCY STAFF
 - TAB 7 • SURVEYS OF PAST PERFORMANCE
- 

Executive Summary

Pennoni's Winter Haven office has continually been entrusted with providing survey, planning, and engineering services to numerous local Florida municipal entities, including Polk County, for more than four decades. Established in 1966, Pennoni is a multidisciplinary engineering, design, and design-build consulting firm that provides personalized services and solutions to meet the needs of our diverse clients. From its establishment, Pennoni's longevity through a constantly evolving industry has provided opportunities to continually expand the range of services provided to most effectively meet the needs of our clients.

Pennoni is an employee-owned, multidisciplinary engineering firm which has been serving public and private sector clients for more than 57 years. Pennoni actively serves hundreds of communities up and down the East Coast and in Florida, and we have received numerous awards for our work as well as our corporate culture, including national rankings by the *Zweig Group* and *Engineering News-Record*. Pennoni is also helping lead the way nationally to develop solutions to our nation's infrastructure deficit and funding shortfalls.

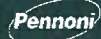
Pennoni provides services to local, state, and federal governments; private commercial, industrial, and construction clients as well as to other professional firms. The firm's disciplines include municipal, water and wastewater, electrical/ instrumentation/controls, energy and sustainability, environmental, geotechnical, laboratory testing, landscape architecture, materials testing and inspection, MEP, planning, site design, structural, survey and geomatics, transportation, solid waste, and construction services.

With significant knowledge of Polk County, the Polk county Utilities Division, and the central Florida region, Pennoni can provide the service and commitment of a small company along with the ability to call on the expertise of our national resources. As residents of central Florida, we take pride in our local projects.

Our office in Winter Haven is fully staffed to meet the needs of the County for this contract. Management of this contract, as well as a majority of the requested work, will be performed by our Winter Haven office staff. We are confident our team has the technical capability, experience, and desire to meet the County's needs; however, we have added the following local subconsultant experts to our team to provide additional resource depth, technical capability, and experience to meet all of the county's needs:

- Madrid Engineering (Geotechnical Engineering) – Certified DBE/MBE
- Ambient Technologies (Subsurface Utility Excavation) – Certified DBE/MBE

PENNONI



- **Local Polk County Office:**
401 Third Street SW
Winter Haven, FL 33880
- 80 Florida Staff
- 1,300 employees company-wide
- 7 Florida offices
- 40+ offices throughout the U.S.
- Incorporated in 1966 with more than 57 years of experience

MADRID



Role: Geotechnical
Engineering

AMBIENT



Role: Subsurface Utility
Excavation

PROJECT DIRECTOR

**Roger Homann,
PE, ENV SP**

Project Manager

**401 Third Street SW
Winter Haven, FL 33880
863-888-0278**

Rhomann@pennoni.com

We understand the importance of timely communication, innovative approaches to solving problems, meeting schedules, and staying within budget. We will be there to support County staff when requested. As a dedicated professional environmental and engineering consulting firm, our team has the technical expertise and personnel capabilities to serve the County and comply with the ever changing and complex regulations that are applicable to the County's projects. We have established a solid reputation for responsive, high quality engineering services for a number of projects similar to the assignments we anticipate would result from this RFP. Our team consists of civil, environmental, wastewater, and chemical engineers, geologists, hydrogeologists, construction management professionals, landscape architects, and survey personnel who have worked closely with local and regional governments on related projects. Along with keeping abreast of the changing regulatory environment, our professionals are constantly monitoring the changing federal, state, and local regulatory and agency funding assistance program trends.

The outstanding qualifications and expert capability of our in-house staff, combined with that of our subconsultants, will greatly benefit the County and enable us to meet all your needs in a turnkey manner. Our proven abilities and success in providing professional services in the County and central Florida over the past 48 years has equipped us with the local knowledge and expertise needed to provide high quality services to the County with a very personal touch.

With our central office location within 20 minutes of the County's office, an intimate working knowledge of the area, and established professional relationships, we are well-suited to meet your needs. We are dedicated to delivering accurate information on time and within budget, and we combine modern technology with old-fashioned experience to offer an extremely high-quality work product. We appreciate the County's consideration and believe we have the experience, personnel, and expertise to continue our long tradition of servicing Polk County.

To continue serving the best interest of the public, the County is seeking qualifications of consultants to provide utilities design services and regulatory design services on a continual basis. The County is looking for qualified firms to provide a wide range of professional services under a Continuing Services Contract from planning and design to construction services for various water, wastewater, and reclaim water projects.

Highlights of Pennoni's capabilities that differentiate us include the following:

- An extensive successful **work history with the County since 1975** through our previous Continuing Services Contracts and intimate knowledge of its infrastructure needs through our previous projects
- Experts in providing a wide variety of **turn-key engineering, permitting, and surveying services in-house**
- Access to **cutting edge design tools** (3D survey laser scanning, 3D design visualization, Smart Cities, Asset Management, etc.)
- In-depth knowledge of local regulatory agencies' rules and procedures and relationships with permitting staff
- A proven track record of working with federal, state, and local agencies to identify creative grant and loan funding solutions (**\$382 million funding in Central Florida since 2000**) to implement strategic community infrastructure projects
- A staff that includes **41 Envision Sustainability Professionals** to help the County plan sustainable infrastructure.
- Niche energy audit and optimization expertise

The County has been, and will continue to be, one of our most important clients. We are committed to immediately and effectively responding to your needs and will assign an experienced team of professionals to your projects. We continue our pledge that your requests will receive our immediate attention, as we strive to meet your time and budget schedules. We have the experience, personnel, and sincere desire to continue serving Polk County.

Florida Registration

State of Florida Department of State

I certify from the records of this office that PENNONI ASSOCIATES INC. is a Pennsylvania corporation authorized to transact business in the State of Florida, qualified on July 23, 1997.


The document number of this corporation is F97000003836.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 6, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Sixth day of January, 2023*




Secretary of State

Tracking Number: 9178326481CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

Certifications

Pennoni Licenses

1/21/2021

License Menu (login:LicenseMenu)





[Main Menu](#) |
 [Update Profile](#) |
 [Logout](#) |
 [Contact Us](#)

Registry #7819 Logged in as **Batchlett, Nancy**

License Menu

Select the function you wish to perform.
Press "Back" to return to the main menu.

License Issued To:	PENNONI ASSOCIATES, INC.
License Status:	Current
Originally Licensed On:	09/12/1997 (mm/dd/yyyy)
Expires On:	

Functions

[Address Change](#)

[Remove This License From My Account](#)

[Back](#)

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Under Florida law, email addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.3395. Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The email provided may be used for official communication with the licensee. However, email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.



Florida Department of Agriculture and Consumer Services
 Division of Consumer Services
 Board of Professional Surveyors and Mappers
 2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LB8126**
 Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

PENNONI ASSOCIATES, INC.
 1900 MARKET ST STE 300
 PHILADELPHIA, PA 19103-3511



WILTON SIMPSON
 COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



Subconsultant Business Licenses
Madrid Technologies

POLK COUNTY LOCAL BUSINESS TAX RECEIPT	
ACCOUNT NO. 1289	CLASS: B+ EXPIRES: 09/30/2023
OWNER NAME	LOCATION
LARRY DEAN MADRID	2030 HWY 60 E BARTOW
BUSINESS NAME AND MAILING ADDRESS	CODE ACTIVITY TYPE
MADRID ENGINEERING GROUP MADRID ENGINEERING GROUP MADRID CPWG 2030 HWY 60 E BARTOW, FL 338304268	540190 PROFESSIONAL ENGINEER PROFESSIONAL LICENSE (IF APPLICABLE)
OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR	THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION
PAID - 829272 07/12/2022 OPY OLP 57.75	MADRID ENGINEERING GROUP

Ambient Technologies

CITY OF ST. PETERSBURG, FLORIDA LOCAL BUSINESS TAX RECEIPT	
ACCOUNT NO. 8901	DATE August 17, 2022
2023 EXPIRES 9/30/2023	
BUSINESS:	
AMBIENT TECHNOLOGIES INC 4610 CENTRAL AVE SAINT PETERSBURG FL 33711-1042	
23-00003764	DESCRIPTION OF OCCUPATION, PROFESSION, OR BUSINESS COUNSELING/CONSULTING 65.00
ENVIRONMENTAL	
0.00	
0.00	
TOTAL 0.00	
MAIL:	080822 65.00 0861281
AMBIENT TECHNOLOGIES INC 4610 CENTRAL AVE SAINT PETERSBURG FL 33711	
<p>Changes in business name, address, mailing name or address, as well as additions to the business activity, may require additional applications. Please contact this office before making changes or if the description on this receipt does not reflect your entire business activity. Additional activities may require additional taxes.</p> <p>Failure to renew before the expiration date may result in penalty fees being assessed.</p> <p>Display this receipt conspicuously at all times in the place of business. If there is no place of business, this receipt must be presented to any police officer or officer of the city upon their request.</p> <p>Many business taxes are transferable from one owner to another, or one location to another. To transfer this receipt, contact our office for information and price, and fill in the following.</p> <p>I, _____ hereby assign all my rights, title and interest in local business tax receipt # _____ to _____ (name of new owner) _____ (signature of previous owner)</p>	
<p><small>This local business tax receipt does not allow the holder to violate any city law, ordinance or regulation. It is not an endorsement, approval or disapproval of the holder's skill or competence. This business tax receipt is not proof of the compliance or non-compliance of the holder with other laws, regulations or standards. In addition to obtaining this local business tax receipt, the holder shall be responsible for complying with all applicable laws, regulations and standards including but not limited to the City's Construction Services and Zoning Department requirements.</small></p>	
Office hours: Monday through Friday, 8 a.m. to 5 p.m. Phone: 727-893-7241 option 2	



Proposers Incorporation Information

(Submittal Page)

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

Company Name: Pennoni Associates Inc.

DBA/Fictitious Name (if applicable): N/A

TIN #: 23-1683429

Address: 1900 Market Street, Suite 300

City: Philadelphia

State: Pennsylvania

Zip Code: 19103

County: Philadelphia

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

Contact Person: Roger Homann

Phone Number: 863-888-0278

Cell Phone Number: 813-763-0841

Email Address: rhomann@pennoni.com

Type of Organization (select one type)

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

State of Incorporation: Incorporated in Pennsylvania on July 21, 1967

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

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

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

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

Company Name: Pennoni Associates Inc.

Signature: [Handwritten Signature]

Title: Peter J. Coote, Corporate Secretary

Date: 7/11/23

State of: Pennsylvania

County of: Philadelphia

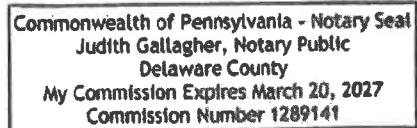
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11 day of July, 2023, by Peter J. Coote (name) as Corporate Secretary (title of officer) of Pennoni Associates Inc. (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: [Handwritten Signature]

Printed Name of Notary Public: JUDITH GALLAGHER

Notary Commission Number and Expiration: #1289141 Exp. 3-20-27

(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.

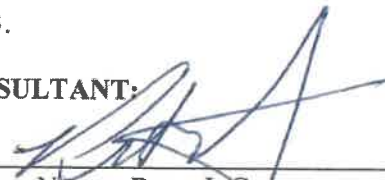
3. By entering into the Contract, the Consultant becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all 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 11 day of July, 2023.

ATTEST:

By: 
PRINTED NAME: Elizabeth A. Rudolph
Its: Assistant Corporate Secretary

CONSULTANT:

By: 
PRINTED NAME: Peter J. Cooté
Its: Corporate Secretary

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: Steven Elias, PE

Title: Division Manager

Company: Pennoni Associates Inc.

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:

Steven Elias, PE

Title:

Division Manager

Company:

Pennoni Associates Inc.

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:

Steven L. Elias

Title:

Associate Vice President

Company:

Pennoni Associates, Inc

**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.

Approach to the Project

Project Approach

To ensure the County's overall goals are achieved for each project assignment, our team will utilize the 6-step "Systems Engineering" approach as detailed in the graphic. Pennoni has utilized this systems engineering approach with numerous municipalities over the past five decades, which has resulted in thousands of successful project assignments and satisfied clients. This approach considers the parts, objectives, and phases of the project and their interaction with each other to make sure the overall project objectives are achieved. The systems approach will be implemented by an experienced project director to make sure the planning, problem solving, and management is coordinated to consider the overall project system needs, keeping in mind the County's objectives, requirements, and performance measures; the system environment (stakeholder needs, impacts and coordination with County/department goals, etc.); resources and constraints (budget, labor, facilities, equipment, etc.); distinguishing project elements; and O&M of the overall project system.

Project Management Plan

Our experience has shown the most effective way to manage challenging municipal projects is by designating one experienced individual—the Project Director—as the primary point-of-contact for the County. Our Project Director, Roger Homann, PE, ENV SP serves as a Project Engineer with over 25 years of experience in municipal engineering, environmental remediation, and permitting. He supervises planning, design, permitting, and construction services for water supply, water treatment, wastewater in the Municipal Engineering department. He is responsible for the preparation of construction documents for a variety of projects and serves as a liaison with clients, contractors, and regulatory agencies during the bidding, construction, and project start-up phases.

Pennoni's approach to project management requires that we develop clear communication protocol with the County. Mr. Homann will be responsible for establishing clear lines of communication to successfully complete various project assignments, delegating authority and responsibility to the project team, helping the team function as an integrated unit, troubleshooting project concerns identified, and coordinating proactive actions to be taken by Pennoni. Mr. Homann will also ensure the necessary resources to complete the County's projects are available and assigned.

SYSTEMS ENGINEERING APPROACH



Scope of Services

Pennoni's in-house staff, combined with that of our subconsultants, has the experience and qualifications to provide services in the following RFP requested services for water, wastewater, and reclaim water facilities as requested by Polk County:

Pennoni In-House Services for Polk County RFP

- | | |
|--|--|
| <ul style="list-style-type: none"> ✓ Civil engineering ✓ Utility master planning and hydraulic modeling ✓ Wastewater Engineering, treatment, evaluation ✓ Biosolids management design and operation ✓ Regulatory compliance and permitting ✓ 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 as related to water, wastewater and reclaim water facilities | <ul style="list-style-type: none"> ✓ Constructability plan review/value engineering ✓ Instrumentation and controls engineering and programming for SCADA systems ✓ Construction administration and observation-related engineering services for water, wastewater and reclaim facilities ✓ Water, wastewater, and reclaim water facilities operational experience ✓ Water conservation education and/or enforcement ✓ GIS analysis, SDE management, and GIS database maintenance and support capabilities ✓ CADD design ✓ Database information systems development related to utility systems and management ✓ Energy audits ✓ Green Engineering Practices <p>Services not provided:</p> <ul style="list-style-type: none"> • Water quality master plans and water conservation plans, • Public involvement services, including technical assistance for preparation of public information brochures • Subsurface utility engineering and locating • Architectural services |
|--|--|

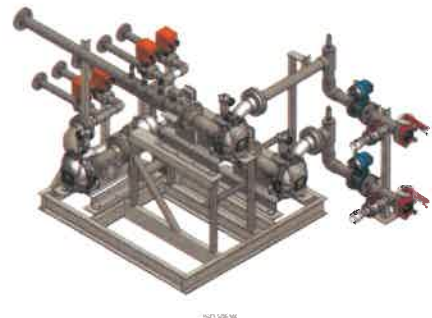
Specialty Services and Technology Considerations

In addition to the conventional water and wastewater utility engineering services that are necessary for a successful project, Pennoni will approach each project assignment with a number of other considerations in mind to "push the envelope" to provide leading edge and cost-effective solutions to the County. Pennoni takes great pride in exploring various strategic initiatives and technologies to seek out and apply various new approaches that will provide enhanced value to our clients. Examples of various considerations and approaches include the following:

3D Design and Visualization

Pennoni is on the forefront of delivering cutting edge 3D Building Information Model (BIM) and REVIT model designs for various building, utility, and mechanical systems. Pennoni can generate BIM models for various mechanical, electrical, I&C, civil, landscaping, structural, and architectural design components. These sophisticated models can be prepared to seamlessly tie into and integrate with GIS, asset management, and other infrastructure management systems. Some of the advantages of utilizing 3D BIM models include:

- Improved quality due to clash detection and multi-discipline collaboration
- Reduced claims from conflicts
- Improved visualization and design reviews
- Improved design-build productivity, bidding, and quantities accuracy
- Reduced cost





With technology continuously evolving, Pennoni understands the critical role that Design Visualization and information graphics play in conveying ideas clearly and effectively - not only to the general public, but also to our clients and design team partners. Pennoni's PFX Studios supports this vital function.

Pennoni's PFX Studios is no ordinary visualization shop. We base our visualizations on meaningful engineering data, including accurate HDLS survey data, and our process is integral to each design workflow. The end products are compelling, highly detailed 3D visualizations and animations. Many of our visualizations directly utilize design files from traditional design software, such as Autodesk Revit, Bentley Site-Ops, and High Definition Laser Scan point clouds.

A sample demo reel of our recent visualization work:

www.pennoni.com/DemoReel



High Definition Surveys and Laser Scanning

Pennoni is on the forefront of utilizing High Definition Laser Scanning (HDLS) in creative ways to quickly and precisely define existing site conditions, buildings, and other facilities, which provides enhanced value and innovation to complex infrastructure projects. Laser scanning produces survey data efficiently and accurately permitting surveys of inaccessible and irregular shaped structures to be conducted effectively and safely. The laser scanner collects hundreds of thousands of survey points generating three-dimensional "point clouds" allowing a view point to be created from any angle. A two-dimensional drawing can be produced from the point cloud illustrating plan, sections, and elevation views. Pennoni is applying these data rich surveys to projects including 3D visualization, GIS, asset management, construction verification, and many other applications.

Energy Auditing, Management, and Optimization



As part of services provided in the Energy and Sustainability market, Pennoni has proven experience with providing active energy management solutions deriving from ahead of the meter and behind the meter analyses. Pennoni utilizes a web-enabled software tool to allow clients to better analyze and plan their energy expenditures. These tools give visibility and enable end-users of all sizes to better manage their energy budget and optimize their energy usage for efficiencies and market participation. When it comes to energy, not all end-users are created equal. What works for a large facility may not work for a smaller facility or municipality. Pennoni utilizes a combination of facility energy audits, analysis of historical energy bills, and field optimization experience to achieve the optimize energy use and reduce costs by developing a plan to secure the optimal energy budget.



OPTICS is capable of tracking, analyzing, reporting, managing, and archiving details related to usage and usage variance, cost, and cost variance by line item for supply and utility invoices. Within Florida, in 2021 Pennoni was fortunate to provide training and be Miami Dade County's technical consultant to help launch their nationally acclaimed groundbreaking BE305 energy and water savings program.

Sustainability and Envision Rating Approach

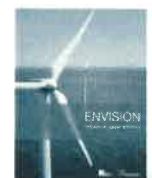


One of the major infrastructure planning topics gaining traction in recent years is sustainability. Sustainability can be defined in many ways, however at the heart of it is ensuring there are enough resources in place to meet the long-term needs of a community and its ecosystem on a continuing basis. As part of Pennoni's approach to incorporate sustainability concepts into our project planning and design efforts, we have chosen to adopt and incorporate many of the concepts established by the Institute of Sustainable Infrastructure (ISI) and the Envision rating tools they have recently developed, which incorporates the following categories of sustainability considerations:

Sustainable Infrastructure (ISI) and the Envision rating tools they have recently developed, which incorporates the following categories of sustainability considerations:

Quality of Life	Natural World	Resource Allocation	Climate and Risk
------------------------	----------------------	----------------------------	-------------------------

ISI is a collective of community organizations and individuals involved in the planning, design, construction, and maintenance of infrastructure. Pennoni's membership in the ISI demonstrates our commitment to understand the project's life cycle, consider long-term environmental factors, incorporate smart materials and processes, and employ custom solutions and approaches in pursuit of infrastructure project sustainability. Pennoni currently has 41 ISI credentialed Envision™ Sustainability Professionals (ENV SP) on staff, including our President and CEO Anthony Bartolomeo. Pennoni encourages staff to review the requirements, obtain certification, and utilize the valuable insights that allow project teams to achieve higher levels of sustainability at each step of the project process. The ENV



SP certification allows employees to further their knowledge on how to make the world a more sustainable place. Clients are beginning to seek companies that are mindful and aware of project sustainability.

Schedule and Cost Controls

Pennoni is acutely aware of the need to quickly turn task order assignments into active projects, while tracking and communicating the budget and schedule status both internally to its team and the County. The team’s multi-decade familiarity with the County’s departmental policies and procedures, invoicing and project management protocols, and staffing will be advantageous in tracking and communicating schedule and budget status.

Schedule Controls

Each task order will have a detailed project task schedule developed concurrently with the proposal. The schedule will detail each task’s expected duration and milestone dates. Pennoni will use Microsoft Office Project software for the development of schedules. After review with County staff, the project director will review the requirements of the project schedule with the task manager and key staff members. The task manager will update the schedule concurrently with the project’s progress, and will adjust the assigned staff as required in order to meet established milestone dates. Our experience has shown us that proper and consistent maintenance of design schedules is the most efficient method to keep projects on target, as well as minimizing “scope creep,” which can expand both design budgets and schedules. In order to keep County staff apprised of our project schedule, we will prepare phase level schedule tracking reports and submit them with each monthly project invoice as required by the County. Our staff is very familiar with these tracking and reporting system requirements, which is an essential tool to track the project status and ensure a successful project.



Consultant Monthly Project Status Report Report Month/Year: June 2017

Polk County Project File No. 2014-06200414025024
 Project Name: Human Bus System Improvements Project
 Consulting Firm: Pennoni
 Consultant's Project Manager: Roger L. Hornum
 PM's Telephone Number: 8524048376
 Notice to Proceed Date: July 18, 2016
 Scheduled Date Project Complete: October 14, 2017
 Contract Amount With an Option: \$1,150,000.00
 Invoiced to Date: 5,350,000.00
 PCU Project Manager: Ryan D. Bernardi
 CPM / CMAA No.: 14-003-02
 P3 - 21668079

Item	Yes	No	Overall Status - At a Glance
1	X		Is this Project on schedule?
2	X		Will the Project be completed within budget?
3	X		Have you recommended a name or associated CSI, P0?
4	X		Are there pending permitting issues? Make reference from PUC to contract?
5	X		Is Project in regulatory compliance (e.g. DOI, EOP, EPA, etc.)?
6	X		Is all the information that needed to complete Project on schedule on website?
7		X	Is Project complete, have As-Built drawings been submitted to County or approved?
8	X		Is Permit Log attached?

Budget Controls



An essential part of providing complete, quality design services to the County is providing those services in a cost-effective manner. Pennoni recognizes the importance of maintaining project budgets for each task order. As required by the County, Pennoni will establish a not-to-exceed cost, supplemented by a total project man-hour estimate, with task hours assigned to each staff category as specified in the rate schedule. We will also provide a breakdown by subconsultant for each work item in the task order. Each task manager will be responsible for maintaining their budgets and will ensure projects are billed in accordance with the actual physical percentage complete. Status updates will provide a concise summary of the project’s expenditures to date. Our management team is equipped with an advanced Enterprise Resource Platform (ERP) that enables us

to monitor backlog at the local, regional and firmwide levels and distribute resources appropriately. Individual project work plans are developed and continuously fed into a resource management module that is particularly useful when working on task order contracts like this one, where optimization of resources helps us meet specific client schedule demands. The near real-time effort monitoring provided by our robust Deltek® Vantagepoint ERP software also helps us keep projects on track and under budget. The readily available data that can be generated and tracked by the project director and team members can identify any budget deviations to trigger variance reports and necessary corrective actions, as required.

Quality Assurance and Control System

Pennoni fosters an environment where quality is a way of life each and every day. Our Quality Assurance and Quality Control Plan is clearly defined by stated policy, effective procedures, and up-to-date standards of practice. The QA/QC plan provides for a detailed approach for each task, including developing a method to communicate specific project issues to interested parties, maintaining compliance with design criteria throughout the project, regularly updating cost estimates, and monitoring project approvals, budgets, and schedules. Work is reviewed on a regular basis so that project budgets and schedule goals are met. Reviews are conducted by the project director with staff members who are required to crosscheck their own work prior to management review. Close supervision by an experienced professional and strict adherence to well-established quality assurance procedures are primary requirements of our projects. Pennoni believes successful projects result from a collaborative effort, working as a team throughout the process. Key elements of our QA/QC plan include: independent senior staff review, technical competence, scheduling, feedback, communications, project planning, administrative procedures, and final quality review.



Experience, Expertise, Personnel and Technical Resources

As a dedicated professional environmental and engineering consulting firm, our team has the technical expertise and personnel capabilities to take on the management demands associated with Utilities Design Services and Regulatory Support Services as noted in the RFP, as well as an in-depth understanding of the ever changing and complex regulations that apply to these projects. Our engineers have established a solid reputation for their responsive, high quality environmental and engineering services for a large variety of water, wastewater, and reclaim water projects. Along with keeping abreast of the changing regulatory environment, our professionals are constantly monitoring the changing federal, state, and local regulatory trends. The projects following this section highlight our recent experience.

Lake Hamilton Water Use Permit Renewal and Groundwater Modeling

Lake Hamilton, FL



PENNONI WAS COMMISSIONED IN 2021 BY THE TOWN OF LAKE HAMILTON, FL TO RENEW ITS WATER USE PERMIT (WUP) WITH THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT (SWFWMD).

Town of Lake Hamilton
100 Smith Avenue
Lake Hamilton, FL 33851

Contact
Michael Teague
Interim Town Administrator
863-439-4711
teaguem@townoflakehamilton.com

Completion Date
August 2023

Cost
\$158,600

Change Orders
\$74,100

As part of the 5-year WUP renewal, the Town's goal was to increase permitted withdrawals from the existing 380,000 gpd to approximately 1.3 MGD to meet the 2028 potable water demands from its growing customer base. This renewal was particularly challenging due to rapid customer growth, new CFWI withdrawal Rules, and coordination with the ongoing Polk Regional Water Cooperative initiative to develop and supply alternative water supply sources.

Pennoni's scope of services included:

- Review applicable SWFWMD Basis of Review, Central Florida Water Initiative (CFWI), and other applicable water demand and permitting Rules;
- Prepare water demand projections;
- Compile documentation for AG well drawdown "Net Benefit" credit offsets;
- Prepare and compile water conservation plan, public education, ordinances, and other

related documents;

- Perform hydrogeologic modeling for various Upper Floridan Aquifer (UFA) and Lower Floridan Aquifer (LFA) well withdrawal scenarios and assess drawdown impacts to MFL lakes and other water resources;
- Conduct net benefit groundwater modeling analyses;
- Identify the optimal location of a new UFA wellfield;
- Prepare summary report(s) and submit various application documents to the District for review and approval.

Pennoni successfully completed the Project scope objectives, which is anticipated to result in a SWFWMD WUP approval in August of 2023, which will allow approximately 1.05 MGD of UFA withdrawals through 2028. Pennoni then will be tasked to design and implement a new offsite UFA well, a raw water supply line, and facility capacity upgrades.



Miami-Dade WAsD Energy Audits

Miami-Dade County, FL



PENNONI'S ENERGY MANAGEMENT SERVICES WERE SECURED BY THE MIAMI-DADE COUNTY WATER AND SEWER DEPARTMENT IN NOVEMBER, 2022 TO SUPPORT THEIR DEPARTMENT'S SUSTAINABILITY AND RESILIENCE STRATEGIC GOALS.

Miami-Dade County
3071 SW 38 Avenue
Miami, FL 33146

Contact

Diego Justiniano
Landscape Architect
786-268-5352

Diego.Justiniano@miamidade.gov

Completion Date

August 2023

Cost

\$99,857

Change Orders

None

In 2020 Miami Dade County began implementing its groundbreaking Building Efficiency (BE305) Program to reduce climate emissions along with electric and water use. To help the Miami Dade Water and Sewer Department (MDWASD) establish performance benchmarks and plan facility performance upgrades to achieve the BE305 Program goals, Pennoni was commissioned to conduct Level II Energy Audits and Water Audits on the following two major Miami Dade Water and Sewer Department (MDWASD) Administration buildings:

- Douglas Road Administration Building and attached 9-level parking garage; and
- LeJeune Road Administration Building

Pennoni's scope of services for each building included:

- Assess and establish performance benchmarks for existing conditions;
- Conduct energy and water audit;

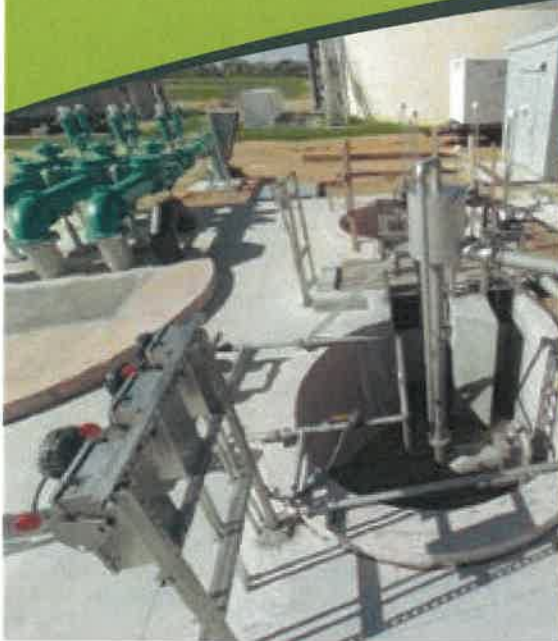
- Identify water and Energy Efficiency Measures (EEMs);
- Identify annual cost and water use savings for EEMs;
- Prepare implementation cost estimates, Return on Investment (ROI) summaries; and Summary Report

Pennoni successfully completed the Project scope objectives, which resulted in identifying a number of low-cost/no-cost and other EEM's projected to save \$245,618 annually (for the Douglas Road Building). A Final Draft Report for The Douglas Building was delivered to MDWASD in July, 2023 for review, while the LeJeune building draft report is slated for delivery in August 2023. Final Reports are on track for delivery in September 2023. Based on the success of the Project, DCWASD will likely build on this effort and perform similar audits on its large pumping stations treatment facilities.



WWTF Facilities Plan/Phase 1 Improvements

Davenport, FL



PENNONI PROVIDED VARIOUS DESIGN AND CONSTRUCTION SERVICES FOR DAVENPORT'S PHASE 1 WASTEWATER TREATMENT FACILITY IMPROVEMENTS

City of Davenport
1 South Allapaha Avenue
Davenport, FL 3387

Contact
Mike Stripling, Utilities Director
863-419-3300, ext. 143
mstripling@davenport.com

Completion Date
September 2022

Cost
\$5,897,733

Change Orders
None

The City's existing WWTF consisted of a 0.375 MGD steel ring plant and a 0.15 MGD steel "tube plant" which were incompatible and difficult to operate. Pennoni was tasked to develop a solution to achieve a more reliable 0.525 MGD system, and set the stage for a 1.5 MGD Phase 2 improvement project. Phase 1 improvements consisted of a new headworks with mechanical screen and grit removal, influent pump station, new clarifier, new chlorine contact chamber, and associated electrical controls and SCADA.

Pennoni assisted the City with applying for an FDEP Clean Water SRF grant/loan to fund the Phase 1 improvements. As a result, the City was awarded \$4.25 million in grant funding and a low interest loan.

A summary of Pennoni's services is as follows:

Preliminary Engineering Study:

- Identified needed plant improvements
- Identified three alternatives and costs
- Prepare Preliminary Engineering Report

Survey, Design, and Permitting Services:

- Survey WWTF site
- Civil, mechanical, and electrical design
- Prepare plans and technical specifications
- FDEP Permitting

Construction Services:

- Bidding
- Phase 1 construction engineering services

Construction completion and start-up was completed in September 2022. Pennoni helped secure additional SRF funding and was tasked in May of 2022 with design Phase 2 improvements to increase the WWTF capacity to 1.5 MGD.



Mulberry WWTF Permit Renewal and CAR

City of Mulberry, FL



PENNONI WAS COMMISSIONED IN JULY 2020 TO RENEW THE CITY OF MULBERRY'S FDEP WWTF OPERATION PERMIT.

City of Mulberry
104 South Church Avenue
Mulberry, FL 33860

Contact

Rick Johnson, City Manager
863-425-1125
rjohnson@cityofmulberryfl.com

Completion Date

July 2023

Cost

\$6,500

Change Orders

None

Pennoni was commissioned in July 2020 to renew the City of Mulberry's FDEP Wastewater Treatment Facility (WWTF) Operation Permit, which must be renewed every 5 years. The City's WWTF utilizes a Sequencing Batch Reactor (SBR) treatment process with a permitted treatment capacity of 0.75 MGD. Effluent disposal is accomplished via surface water discharge to the Alafia River or reclaimed water discharge to the Tampa Electric Company Polk Power Station. Treatment components include, but are not limited to, an off-site master pump station, headworks, grit removal system, 300,000 gallon equalization tank, three SBR's, disk filters, sludge holding tank, digester, rotary drum thickener, liquid disinfection and contact tanks, followed by post aeration and de-chlorination to achieve advanced wastewater treatment.

Pennoni's scope of services included:

- Review applicable FDEP WWTF and related permit Rule requirements;
- Prepare wastewater flow projections;
- Review and compile historical flow and water quality testing data;
- Evaluate equipment condition and performance of the WWTF;
- Prepare an updated process flow diagram;
- Prepare an O&M Performance Report and Capacity Analysis Report (CAR);
- Compile requirement documents and prepare/submit Domestic Wastewater Facility renewal Application to the FDEP for review and approval.

Pennoni successfully completed the Project scope objectives and submitted the City's Permit application package 6 months prior to expiration as required by FDEP. FDEP subsequently issued a permit renewal in Fall of 2021.



Wastewater, Reclaimed Water, and Potable Water Master Plan

City of Pinellas Park, FL



PENNONI IS PROVIDING A COMPLETE 20-YEAR MASTER PLAN TO INCLUDE GROWTH FORECASTING, HYDRAULIC MODELING, GIS MAPPING, CAPACITY AND RESILIENCY ANALYSIS, REGULATORY ASSESSMENT, CLIMATE CHANGE, ENERGY EFFICIENCY, CAPITAL REPLACEMENT, CAPITAL IMPROVEMENT RECOMMENDATIONS, AND FINANCIAL PLANNING.

City of Pinellas Park
6250 82nd Avenue N
Pinellas Park, FL 33781

Contact
Ryan Mendrala
Utility Services Coordinator
727-369-5623
rmendrala@pinellas-park.com

Anticipated Completion Date
September 2023

Cost
\$498,000

No Change Orders

Pennoni is preparing a comprehensive master plan for the potable water distribution system, the wastewater collection system and the reclaimed water distribution system for the City of Pinellas Park, FL with completion scheduled for September 2023. The City, with a population of more than 53,000, does not operate and water or wastewater treatment plant, instead receives wholesale supply and discharge services from Pinellas County, FL. The City also purchases reclaimed water from the County's treated wastewater. The City operates two potable water booster pumping stations, two potable water storage tanks, 101 wastewater lift stations, and miles of linear assets. The project includes many elements as summarized below:

- Establish level of service
- Growth forecasting
- Hydraulic modeling

- Capacity analysis
- Develop recommended projects
- Resiliency
- Climate change
- System replacement and asset management
- Regulations and energy efficiency
- Financial modeling

Pennoni submitted draft master plan chapter/report text in the summer of 2023 and delivery of the final master plan reports is slated for September 2023. These reports will become the basis of the City's 5 year CIP and Pennoni is positioned to help design recommended improvement projects.



Nano-Filtration System Upgrades - Bowling Green Water Treatment Plant

Bowling Green, FL



PENNONI ASSISTS THE CITY OF BOWLING GREEN TO ASSESS AND IMPLEMENT NANO-FILTRATION SYSTEM UPGRADES TO THEIR WATER TREATMENT PLANT.

City of Bowling Green
104 East Main Street
Bowling Green, FL 33834

Contact

Sam Fite, Commissioner
863-832-1776
commissionerfite@gmail.com

Completion Date

January 2019

Cost \$2,160,871

Change Orders

None

The City of Bowling Green, FL has historically been plagued with poor water quality resulting from elevated salinity in their potable water supply wells. Discoloration and scaling on plumbing fixtures and hot water heaters, historical water line breaks on old cast iron piping, and poor tasting water are a sampling of chronic problems associated with the City's poor water quality. To address the elevated Total Dissolved Solids (TDS) and sulfate levels and improve water quality in accordance with Drinking Water Standards, the City tasked Pennoni to screen various technologies, perform limited pilot testing, and ultimately design a nanofiltration system addition to the City's water treatment facility.

Pennoni prepared a Preliminary Design Report with recommended improvements to address the elevated TDS (600-900 mg/l vs 500 mg/l standard) and sulfate (300 mg/l vs 250 mg/L standard). This report became the basis of a

Florida State legislative appropriation to fund 100% of the necessary design and permitting efforts to obtain "shovel ready" status and position the City for additional funding assistance.

Pennoni performed all necessary survey, civil, structural, and electrical engineering tasks to prepare a set of bidding documents including construction plans, bidding documents, and technical specifications. Pennoni lead efforts to apply for and obtain funding assistance from the SRF Grant Program in the amount of \$2,160,871, of which 82.3% is loan forgiveness (grant). Construction and start-up was successfully completed in January 2019



Davenport Elementary Sewer Extension

Davenport, FL



PENNONI PROVIDED VARIOUS ENGINEERING SERVICES FOR THE CONSTRUCTION OF A SEWER EXTENSION AT THE DAVENPORT ELEMENTARY SCHOOL.

City of Davenport
1 South Allapha Avenue
Davenport, FL 33837

Contact
Mike Stripling
Utilities Director
863-419-3300, ext. 143
mstripling@mydavenport.com

Completion Date
September 2020

Cost
\$1,364,262

Change Orders
\$57,201

This project consisted of decommissioning the Davenport Elementary School WWTF, eliminating commercial customer septic tanks, and extending sewer to several commercial customers and the school. Pennoni assisted the City to apply for Clean Water State Revolving Fund (CWSRF) grant/loan funding resulting in SRF funding assistance (80% grant and 20% loan).

Project Scope Included:

- New gravity sewer system from Davenport Elementary to the pumping station location (150-LF)
- New duplex pumping station
- New gravity system from SR17 to pumping station location (1,600-LF)
- Force main City pumping station on North Boulevard W (3,100-LF)

Pennoni's scope of work included:

FDEP Facilities Plan:

- Identified area to be served
- Identified three alternatives
- Preliminary construction cost estimate

Survey, Design, and Permitting Services:

- Surveyed project area
- Design of the gravity sewer, lift station, and force main
- Design of sewer services on private property
- Prepared permit applications (FDEP and CSX)

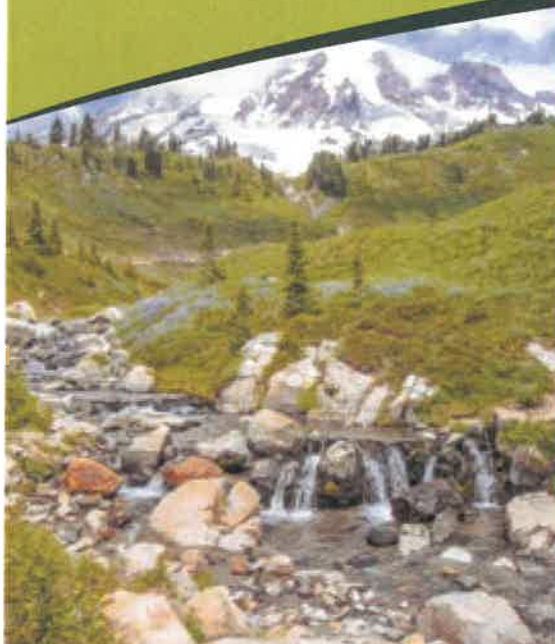
Construction Services:

- Construction engineering & RPR services
- Bidding Services
- FDEP CWSRF administration services

The System was constructed and put into service in August of 2020 in time for the start of the new school year and return of students.



US National Park Utility Condition Assessments Nationwide (13 States)



PENNONI PERFORMED CONDITION ASSESSMENTS OF POTABLE WATER AND WASTEWATER UTILITY SYSTEMS IN MULTIPLE U.S. NATIONAL PARKS.

Nationwide

Various Locations, 13 States

Contact

Brian T. Isleib, PE, SE, RS
Senior Project Manager
303-672-8022
brian.isleib@feapc.com

Service Dates

2019-2023

Cost

\$4.9 million (est. Construction)
\$585,240 (Eng. Fees)

Change Orders

None

In 2019 Pennoni began serving the U.S. National Park Service to assess their aging utility infrastructure. Pennoni's scope of services typically includes assessing various water and wastewater systems and providing improvement recommendations. Between 2019 and 2023, Pennoni has now successfully visited and performed engineering assessments of potable water and wastewater facilities at 21 National Parks across 13 States. Potable water systems assessed generally include, but are not limited to: water supply, storage, treatment, and distribution. Wastewater systems assessed include, but are not limited to: wastewater collection, transmission, treatment and disposal systems. Examples of a few notable Parks evaluate include:

- Yellowstone National Park (WY)
- Glacier National Park (MT)
- Gateway National Park (NY)

- Katmai National Park (AK)
- Olympic/Mt. Ranier National Park (WA)
- Bryce Canyon National Park (UT)
- Grand Canyon National Park (AZ)

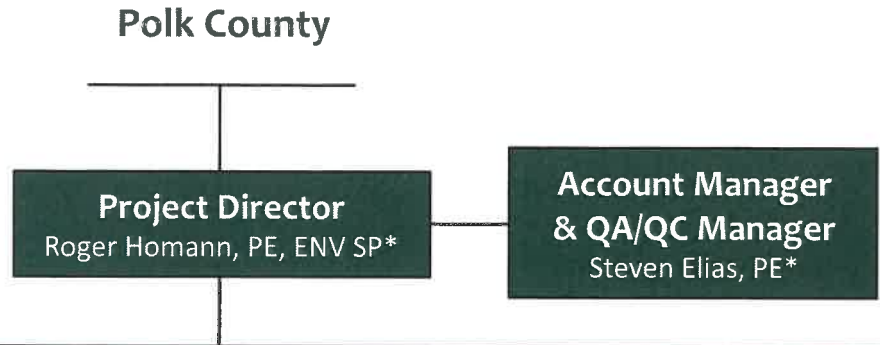
Pennoni's scope of services included, but were not limited to: Travel to National Park sites, review existing records; conduct facility reviews; review improvement alternatives with National Park staff; preliminary cost estimates for improvements; and prepare preliminary design reports.

Pennoni successfully completed 21 water and wastewater system assessments between 2019 and 2023, and continues to actively assess additional systems. Upon availability of funding, Pennoni is positioned to help lead design and construction of the planned improvements.



Organization Chart

Staff Legend:
 Pennoni
 1 - Madrid Engineering
 2 - Ambient Technologies
 *Key Personnel resume included



Project Team			
Water, Wastewater, Reclaim Water & Utilities Roger Homann, PE, ENV SP* Dan Barbato, PE Tim Daily, PE James Hall, PE Jeff McKinney, PE, ENV SP*	Civil Engineering & Hydrology M. Jason Sheridan, PE E. Peter Nikolov, PE, ENV SP C. Wayne Sweikert, PLS* <i>Clearwater Civil Engineers</i>	Electrical, Controls & Instrumentation James Hall, PE John Rengepis, PE	Land Survey & SUE Robert F. Dubois, PSM* Michael Wightman, PG* ² Sheree Greer, PG ² Scott Purcell ²
Construction Eduardo Oviol Maurice Formaz Ken Chambers, PE	Structural E. Michael McCarthy, PE* J. Vincent Barnes III, PE, SI	Geotechnical Theodore Thomson, Ph.D, PE, D.GE, LEED AP* John Delashaw, PE* ¹ Kevin Hill, PE, PMP ¹	Regulatory/ Environmental Roger Homann, PE, ENV SP* D. Jim Malanos Betsie Hiatt A. James Kelly, PE, PG
Energy Services Michael Cromer, PG, DBIA, ENV SP Cynthia Fowler, PE, LEED AP	GIS and Asset Management Frances Curtis C. Wayne Sweikert, PLS* Matt Quackenbush, GISP	3D Visualization & BIM/Revit Modeling Joseph Spadea, PE* C. Wayne Sweikert, PLS*	Funding Management Steven Elias, PE* Roger Homann, PE, ENV SP*



Roger L. Homann, PE, ENV SP

Project Director

EDUCATION

BS, Mechanical Engineering, Purdue University (1989)

PROFESSIONAL REGISTRATIONS

Professional Engineer: GA (#029583, exp. 12-31-23)

Professional Engineer: AL (#33077, exp. 12-31-23)

Professional Engineer: FL (#89355, exp. 2-28-25)

CERTIFICATIONS/TRAININGS

Environmental Sustainability Professional, ISI (#18805, exp. 12-30-23)

Hazardous Communication Intro, ERCS, Inc. (2014, no exp.)

Certified Master Modeler WaterCAD, Haestad Methods (2003, no exp.)

PROFESSIONAL AFFILIATIONS

Institute for Sustainable Infrastructure (#18805)

EXPERIENCE SUMMARY

Mr. Homann serves as a Project Engineer with over 25 years of experience in municipal engineering, environmental remediation, and permitting. He supervises planning, design, permitting, and construction services for water supply, water treatment, wastewater in the Municipal Engineering department. He is responsible for the preparation of construction documents for a variety of projects and serves as a liaison with clients, contractors, and regulatory agencies during the bidding, construction, and project start-up phases.

Mr. Homann demonstrates expertise in civil, environmental, and hydraulic engineering design, project management, permitting, and construction management. His experience includes but is not limited to: utilities master planning, wastewater collection system design, water production well design, municipal water treatment plant design, water distribution system modeling/design, aquifer testing and data analysis (over 30 aquifer pumping tests performed), groundwater modeling (over 25 well sites modeled), water use permitting, grant/loan application and administration, groundwater/soil remediation system design, vapor recovery system design, and air permitting.

Selected categories of expertise include, but are not limited to: Utility Master Planning, Distribution System, Aquifer Performance Testing, Collection Systems, Potable Wells, Hydrogeologic Modeling, Water Quality Modeling, Monitoring Plans, Environmental Monitoring Plans, Groundwater Monitoring, Water Quality Evaluation, Water Conservation Plans, Pilot Tests, Soil Remediation, Groundwater Remediation, Hydraulic Modeling, and Treatment Plants.

REPRESENTATIVE PROJECTS

SR17 Septic to Sewer Project, Lake Hamilton, FL - Project Manager – Responsible for the Planning/Design/Construction of a sewer collection, pumping station, and transmission system in an area with over 150 failing septic tank systems. Tasks included flow projections, infrastructure mapping, hydraulic modeling, preparing design plans of system improvements, bidding, technical services during construction, and SRF grant/loan management.

City of Davenport - Wastewater Treatment Facility Improvements Phases 1 and 2

Project Manager – Project management for design, permitting, bidding, bid award recommendation, SRF grant/loan management, construction management, as-built, and start-up of total of \$30 million improvements to the City's 0.525 MGD WWTF, constructed in two phases. The improvements convert the WWTF to an oxidation ditch type WWTF meeting Class III reliability standards with a treatment capacity of 1.5 MGD. The facility was designed to facilitate an ultimate expansion to a 1.500 MGD Class I reliability facility capable of meeting state requirements for advanced wastewater treatment/public access reuse.

City of Mulberry - Sanitary Sewer Evaluation Study (Infiltration/Inflow), Facilities Plan, Design, and Construction

Project Manager – Responsible for a sanitary sewer evaluation study to help address ongoing excessive Infiltration/Inflow into the city's collection system, prepare a planning document to implement improvements necessary to address existing deficiencies. Tasks included infrastructure mapping, flow evaluation during wet/dry season, pumping station, manhole evaluation, closed circuit television inspection of suspected deficient areas. Also responsible for design of sanitary sewer improvements to correct infiltration/inflow issues, bidding/construction services for construction of the designed project, and SRF grant/loan management.

City of Eagle Lake - Pumping Station Replacements (5 stations)

Project Manager – Responsible for the design of 5 new pumping stations to replace existing failing city wastewater pumping stations in need of replacement. Design of the project included analysis of current and projected flows for pump design. The Project also included bidding and construction management of three of the designed pumping stations (construction of remaining two pending) using a combination of City, USDA RD, FDEP SRF, and Legislative Appropriation funding.



Steven L. Elias, PE

Account Manager & QA/QC Manager

EDUCATION

MS, Environmental Engineering, Penn State University (1993)

BS, Civil Engineering, Penn State University (1991)

PROFESSIONAL REGISTRATIONS

Professional Engineer: FL (#50734, exp. 2-28-25)

CERTIFICATIONS/TRAININGS

Certified Master Modeler, WaterCAD & SewerCAD (2000, no exp.)

Hazardous Communications, ERCS, Inc. (#147914, 2014, no exp.)

Advanced Water Distribution Modeling, WaterCAD (2000, no exp.)

PROFESSIONAL AFFILIATIONS

Florida Eng. Society (FES); Ridge Chapter, Past President

American Society of Civil Engineers

National Society of Professional Engineers

Winter Haven Rotary Club

Polk Vision; Economic Development Team

Winter Haven Economic Council, Treasurer Vice Chair

Public Education Partnership STEM Committee

Leadership Winter Haven Class 34

Institute for Sustainable Infrastructure (#18001)

EXPERIENCE SUMMARY

Mr. Elias is an Associated Vice President and Municipal Practice Lead. He also directs the Company's municipal and environmental engineering projects in central and south Florida, including marketing, planning, design, and construction administration of strategic projects. Mr. Elias leads Company efforts assisting municipalities with master planning practical and resilient solutions for complex projects along with developing grant/loan funding solutions as necessary from various Agencies for strategic community infrastructure. He has lead efforts resulting in over \$382 million in grant and loan funding assistance to central and south Florida municipalities since the year 2000. Mr. Elias is also very active with community and service organizations at the local and international levels including Rotary International, Candy Canes for Kids, Florida Engineering Society, and numerous economic development and civic groups.

With over 30 years of planning, engineering, and construction management experience, Mr. Elias has directed municipal engineering master planning efforts for 26 central and south Florida municipalities. Having lead resiliency and master planning efforts for 20 significant and diverse municipal infrastructure programs for transportation, water, wastewater, reuse, solid waste, and stormwater infrastructure, Mr. Elias is well suited to effectively manage complex master planning projects working with diverse specialty professionals and stakeholders. He was recently named engineer of the year by the Ridge chapter of the FES in part for his dedication to the profession in his community, including serving as an adjunct Professor at FL Polytechnic teaching Engineering and Technology Project Management and Master Planning.

Mr. Elias' ability to provide exceptional solutions for challenging municipal initiatives is complemented by his experience as consulting "City Engineer" where he has lead planning and engineering review efforts for over 110 site development projects, along with serving as an Expert Witness for eight eminent domain easement cases. He has also led efforts to prepare water, sewer, solid waste, transportation, and stormwater master plans for numerous municipalities, including central Florida's 2025 Water Supply Plan for the four-county Heartland Water Alliance. Mr. Elias also has extensive water/wastewater utility design experience having lead hundreds of water/wastewater treatment plant, supply well, pumping station, piping, effluent disposal, mapping, hydraulic and hydrogeologic modeling, and other related projects.

REPRESENTATIVE PROJECTS

Town of Lake Hamilton – Phase 1 Wastewater Treatment Facility, Lake Hamilton, FL

Project Director – Responsible for master planning, grant funding procurement and administration, design, permitting, bidding, and construction services for new extended aeration wastewater treatment facility. Improvements included, but not limited to, site grading and security, headworks, extended aeration, clarifiers, disinfection, and rapid infiltration basins for effluent disposal.

Town of Lake Hamilton – SR 17 Septic to Sewer Improvements, Lake Hamilton, FL

Project Director – Responsible for master planning, grant funding procurement and administration, design, permitting, bidding, and construction services for septic to sewer improvements to serve 185 homes and commercial customers. Improvements included, but not limited to, central sewer collection system, pumping station, off-site force main, service line connections to homes, and septic tank abandonment.



Jeffrey McKinney, PE, ENV SP

Water, Wastewater, Reclaim Water & Utilities

EDUCATION

BS, Environmental Engineering;
University of Central Florida (2012)

PROFESSIONAL REGISTRATIONS

Professional Engineer: FL (#85328)

CERTIFICATIONS/TRAININGS

Envision Sustainability Professional,
ISI, (#17168)

Sunshine 811 ITE Training
(1923831136)

Hazardous Communications, ERCS
(#148214)

PROFESSIONAL AFFILIATIONS

Institute for Sustainable
Infrastructure

Florida Rural Water Association
(FRWA)

Water Environment Federation, FL
Division

EXPERIENCE SUMMARY

Mr. McKinney serves as a Project Engineer in our Municipal Engineering Division with over 10 years of experience. His responsibilities include providing planning, designing, permitting, and construction services for water, wastewater, storm water management, and site development projects. His additional responsibilities include planning, project coordination, collection and evaluation of design data, preliminary and final design, modeling, preparation & review of construction drawings & specifications, preparing cost estimates, assisting with bidding, construction, project certification, preparing and processing permits (SWFWMD, SFWMD, DEP, Health Department, County, City and FDOT).

Mr. McKinney is responsible for overseeing the construction of municipal development sites to ensure engineering designs and specification are met and professional standards are maintained. He has developed expertise in development review/evaluations, water/wastewater treatment facility design, construction engineering and inspection, environmental engineering and design of water and wastewater collection and treatment facilities.

REPRESENTATIVE PROJECTS

Town of Lake Placid – WWTF Improvements Design, Lake Placid, FL

Project Engineer – Responsible for the design and permitting of major \$20+ million modifications to the Town's WWTF to increase the capacity to 1.0 MGD and to enable the facility to meet Class I reliability and state requirements for public access reuse effluent. Improvements include a complete headworks with mechanical screen, grit removal, influent pump station, two oxidation ditches, splitter box, two clarifiers, tertiary disk filter system, renovation and reconstruction of the original package plant into digesters and high level disinfection tanks, sludge dewatering system, expanded stormwater system, addition of a SCADA system, associated instrumentation, controls and power systems.

City of Davenport - WWTF Phase 2 Construction, Davenport, FL

Project Engineer - Responsible for the bidding, bid award recommendation, SRF grant/loan funding assistance, construction management, as-built, and start-up of new \$19 Million modifications to the City's existing 0.525 MGD WWTF, building on the phase 1 improvements. Design converts existing plant to an oxidation ditch type WWTF meeting Class III reliability standards with a treatment capacity of 1.500 MGD. The facility was designed to facilitate an ultimate expansion to a 1.500 MGD Class I reliability facility capable of meeting state requirements for public access reuse. Improvements included a new oxidation ditch aeration basin, a clarifier splitter box, secondary clarifiers, expanded chlorination basin, expanded Rapid Infiltration Basins, Operations and control office, additional motor control center and electrical building, relocated electrical service, new instrumentation and controls and yard piping.

City of Mulberry - Pump Station #1/Headworks Design & Construction, Mulberry, FL

Project Engineer - Responsible for the design and permitting of a new headworks and influent pump station. The new facility was designed to provide improved treatment and reliability to the wastewater collection, screening, de-gritting and pumping of raw waste. Improvements Included integrations into a SCADA system with remote monitoring, new triplex lift station with generator backup, a new motor control center electrical building, new instrumentation and controls, demolition of defunct equipment and various required yard piping modifications.



C. Wayne Sweikert, PLS

Civil Engineering & Hydrology

EDUCATION

Coursework: Mercer & Burlington County Community Colleges (1972-1975)

Coursework: Gloucester County College (1979-1980)

Coursework: Stockton State College (1978)

PROFESSIONAL REGISTRATIONS

Professional Land Surveyor: DE (#S60000731, exp. 6-30-25)

PROFESSIONAL AFFILIATIONS

New Jersey Society of Professional Land Surveyors, CSSA Chapter

HONORS/AWARDS

Diamond Honor Award, Surveying/Mapping, Betsy Ross/Commodore Barry Bridges (2005)

EXPERIENCE SUMMARY

Mr. Sweikert is a Licensed Professional Land Surveyor, registered in the State of Delaware, and a Senior Surveyor and Project Manager for Civil Site and Municipal Engineering Divisions. His responsibilities over the past 44 years have included project management and technical engineering design of land development and site planning projects, project management, coordination and preparation of boundary, land title, topographic, construction layout, and as-built surveys, the development and implementation of Geographic Information Systems (GIS) applications, as well as Design Visualization and computer operations and network management.

Mr. Sweikert's broad project management and design experience includes Site Planning and Subdivision development, highway design, streetscape and recreational park design, hydrology, drainage investigation and remediation reporting, grading design, construction observation and preparation of approval and construction documents and project specifications. His survey experience encompasses survey coordination, field work and plan preparation of projects from less than an acre to larger than 3,000 acres, with varying degrees of environmental challenges, as well as Digital Tax Map preparation and state approval of same. His experience in GIS ranges from initial needs analysis through deployment and internet publishing of completed, customized GIS projects, encompassing entire municipalities and the property holdings of the Delaware River Port Authority and PATCO Rail Line.

His experience in Information Technology Management includes the design, installation, and implementation of complete Unix and Windows based computer network systems at multiple sites, with wide area networking and redundant backup capabilities, engineering and CADD application customization, as well as the on-going management and maintenance of hardware/software.

REPRESENTATIVE PROJECTS

City of Eagle Lake –On-Line Utility GIS Mapping, City of Eagle Lake, Polk County, FL

Project GIS Manager – Responsible for the conversion and update of data from prior hardcopy information to reflect up-to-date changes to existing water and sanitary sewer utilities as well as stormwater facilities throughout the City. Development of customized mapping templates for City of Eagle Lake use in mapping and planning endeavors was also performed. Data and coverages are generated using a secure ESRI Project Delivery Subscription on-line GIS and can be edited and amended on-line only by authorized administrators. Additional field data can also be collected and uploaded directly to the GIS using ESRI Field Maps software on mobile devices, with data appearing instantly onto the GIS.

Miami Beach - Transportation Design Visualization of 63rd Street, Miami Beach, FL

Project Manager – Responsible for the coordination of Conceptual Design Visualization for a portion of major transportation corridor into Miami Beach. Pennoni was tasked with creating a design visualization video depicting the existing condition and proposed improvements to this corridor from electronic three-dimensional models. This included proposed improvements to the corridor, pedestrian and bicycle shared improvements and proposed connections to existing parks. To minimize cost, three-dimensional 'mass modeling' files were used and overlaid with the CADD design concept for use by our Design Visualization Studio professionals, who incorporated the design concepts into realistic visual three-dimensional representations of the proposed designs. Finally, 3D Color Renderings were produced and a three-minute fly-through video with traffic and pedestrian animation, using actual traffic count data, was generated to represent the Conceptual Design in a realistic view.



Robert F. DuBois, PSM

Land Survey & SUE

EDUCATION

Diploma, Winter Haven High School (1985)

Coursework: Business; Polk Community College (1989)

PROFESSIONAL REGISTRATIONS

Professional Surveyor/Mapper: FL (#5293, exp. 2-28-25)

CERTIFICATIONS/TRAININGS

UAS Remote Drone Pilot, USDOT (#4221678, exp. 2-4-25)

TWIC, TSA (exp. 3-31-27)

FARO Authorized Laser Scanner & Scene Software Training (2019, no exp.)

Intro to Postprocessed Surveying, Trimble (2000, no exp.)

A/E/C Principals Bootcamp, PSMJ (2006, no exp.)

Strategic Planning, PSMJ (2009, no exp.)

Understanding Contract Basics, XL Group (2015, no exp.)

FDOT Work Groups 8.1, 8.2, 8.3 (exp 6-30-23)

PROFESSIONAL AFFILIATIONS

Florida Society of Professional Land Surveyors

American Association of Geodetic Surveying

Associated Builders and Contractors, Inc.

National Society of Professional Surveyors

EXPERIENCE SUMMARY

Mr. Robert DuBois serves as a Principal Surveyor/Mapper with more than 41 years of experience in many areas. His expertise includes boundary surveys, topographic surveys, ALTA/NSPS surveys, and construction/record surveys.

He has additional expertise in legal descriptions, right-of-way control, platting, GIS mapping, photogrammetric mapping control, and construction staking. He also has experience with 3D High-Definition Laser Scanning (HDLS), Ground Penetrating Radar (GPR) technology, and Unmanned Aerial Systems (UAS). He has supervised a staff of up to 30 employees, including field crews, administration assistants, CAD technicians, crew supervisors, and professional surveyors and mappers.

He has experience in project pricing, contract negotiations, scheduling, QA/QC procedures, budget tracking, and post-client interviews. He is licensed as a Professional Surveyor and Mapper in Florida and has taken continuing education courses including project management boot camp and geodetic surveyor courses. He also has a Remote Pilot license for UAS drone flying.

REPRESENTATIVE PROJECTS

City of Lake Wales – Annex Legal Verification, Polk County, FL

Principal Surveyor – Project manager and QA/QC for verifying the legal description for the new annexation of the Oakwood and Lake Wales Country Club parcels into the city limits of Lake Wales.

Wood & Associates Engineering – Northeast Polk County, FL

Principal Surveyor - Project oversight and QA/QC for over 80 residential and commercial communities. Professional survey services include boundary, topographic, wetland surveys, legal description preparation, and governmental platting. The combined acreages for all the projects total into the thousands.

City of Lake Wales – Chapter 177, Part 1, F.S., Plat Review, Polk County, FL

Principal Surveyor – Project manager and QA/QC for conducting review of twelve (12) platted subdivisions for substantial compliance with Chapter 177, Part 1, F.S. Services included but were not limited to lot closure reports, monumentation verification, and encumbrance report review.

Tratt Properties, LLC– Commercial Development, Polk County, FL

Principal Surveyor - Project manager and QA/QC for commercial development projects at Winter Haven CSX Intermodal Center. Professional survey services included boundary, topographic, wetland surveys, legal description preparation, and governmental platting.

Polk County Public School Board – Boundary & Topographic Surveys, Masee Rd. & Holly Hill, Davenport, FL

Project Oversight, QA/QC, and Survey of Record – Provided surveying and mapping services for a combined 57.65-acre parcel. Unmanned Aerial Systems (drone) was used to survey the topography. The final delivery was a Cad file, LandXML, and Point Cloud Data Recap file.

Town of Lake Hamilton – Detour Road, Polk County, FL

Principal Surveyor – Project oversight, QA/QC, and Survey of Record. Provided survey and mapping services for six miles of roadway. 3D High-Definition Laser Scanning (HDLS) equipment was used to map the roadway.



E. Michael McCarthy, PE

Structural

EDUCATION

BS, Architectural Engineering;
Structural Option, Pennsylvania
State University (1978)

Coursework, Special Studies,
University of Leeds, England (1977)

PROFESSIONAL REGISTRATIONS

Professional Engineer: FL (#32629,
exp. 2-28-25)

Special Building Inspector: FL (#158
exp. 2-28-25)

CERTIFICATIONS/TRAININGS

Instrument Rated Pilot, FAA
(#3019811, 2005, no exp.)

PROFESSIONAL AFFILIATIONS

American Concrete Institute

American Society of Civil Engineers

ASCE Committee 24: Flood Resistant
Design and Construction

Pinellas County Construction
Licensing Board

YMCA of the Suncoast Building and
Grounds Committee

HONORS/AWARDS

ENR Southeast – Best Projects
Award, for Largo High School (2018)

EXPERIENCE SUMMARY

E. Michael McCarthy, PE serves as a Vice President and is a licensed professional structural engineer with over 40 years of experience in the analysis, design, and construction of both new and renovation projects throughout the country and internationally.

Mr. McCarthy has designed hundreds of new buildings and other structures in flood hazard areas. Many are in Coastal High Hazard areas and seaward of the Florida DEP Coastal Construction Control Line (CCCL). Mr. McCarthy has also been called upon to design both wet and dry flood proofed commercial structures in FEMA A-zones. Mr. McCarthy is a long-time member of the ASCE 24 “Flood Resistant Design and Construction” Standard Committee along with representatives from FEMA and flood experts from around the country. ASCE 24 is adopted by most building codes for the design of flood hazard area structures.

Over the past 30 years, the services for hurricane analysis and design have included: assessment of existing buildings for potential hurricane damage, recommendation of strengthening means to harden existing buildings, evaluation of buildings that have sustained high wind damage, design of new buildings to resist up to Category V storms, Design of new hurricane shelters or “enhanced hurricane protection areas”, design of new emergency operation centers (EOC).

REPRESENTATIVE PROJECTS

Polk County School Board - Four Corners K-8 Education Facility, Polk County, FL

Principal - Construction for a new 205,000-SF Student Station K-8 school with a construction budget of \$32,000,000. The school consists of four buildings connected by an enclosed atrium. The buildings consist of a one-story administration/media center, a one-story dining/art wing, a three-story classroom wing and a gymnasium. The complex also houses a free-standing mechanical building and a greenhouse. The use of the three-story classroom wing provides a very compact footprint allowing the building to be placed on a small site.

Southern Steel - Cayman Airport Terminal Addition, Grand Cayman, Cayman Islands BWI

Principal – New partial 1- and 2-story airport terminal addition. Our firm is the delegated engineer for the structural steel connections. Scope of work included: Analyzing the structural steel connection details on the shop drawings, prepare design calculations for each connection type, redline corrections on the shop drawings as required and provide signed and sealed design connection drawings and calculations.

James E. Toth Architecture - Citrus Memorial Hospital Helipad, Inverness, FL

Principal – New pre-engineered helipad over an existing pond with new pre-engineered walkways connecting helipad to grade near hospital. Prepared signed and sealed structural construction drawings. Provided construction administration to review shop drawings, respond to contractor requests and provided two site visits during construction.

Tampa International Airport Cargo-Ground Equipment Facilities, Tampa, FL

Principal – Two new one-story cargo buildings with Building (1) 75,634-SF like Building 2 designed by another engineer-of-record. A pre-engineered metal building superstructure with tilt-up concrete walls designed to be braced by the metal building and slab-on-grade and spread footings foundations. Our firm designed the tilt-up panel reinforcing and metal building foundations. Redlined the drawings for drafting by client. Construction cost of \$16,000,000.

Masters Architectural Group 4/United State Post Office - Continuing Services Contract, Various Locations, FL

Principal – Providing structural consulting services for the United States Post Office since 2005. The A-E IQC (Solicitation #104267-18-A-001) request renewed 2018 for a 2-year base with up to four 2-year renewals.



Theodore Thomson, Ph.D, PE, D.GE, LEED AP

Geotechnical

EDUCATION

Ph.D., Geotechnical Concentration;
University of Massachusetts (1998)

MS, Civil Engineering, Structural
Concentration; University of
Delaware (1994)

BS, Civil Engineering; University of
Delaware (1993)

PROFESSIONAL REGISTRATIONS

Professional Engineer: OH (#85712,
exp. 12-31-23)

Professional Engineer: DE (#12228,
exp. 6-30-24)

Professional Engineer: NJ
(#24GE04913400, exp. 4-30-24)

Also licensed in: VA, DC, WV, MD, PA

TWIC (exp. 1-28-28)

CERTIFICATIONS/TRAININGS

LEED AP, US Green Building Council
(2009, no exp.)

30-Hr. Construction Safety & Health
(14602001139, no exp.)

Permit Required Confined Space
Entrant, Attendant, & Supervisor
(2014, no exp.)

Project Manager Training I, Pennoni
(2015, no exp.)

Portable Nuclear Density Gauge,
USDOT Hazmat Refresher, Pennoni
(exp. 6-7-26)

PROFESSIONAL AFFILIATIONS

Delaware Association of Professional
Engineers; Executive Council Member

Delaware ACE Mentor Program;
Board Member

PROFESSIONAL AFFILIATIONS

Delaware Valley Green Building
Council; Committee Member

American Society of Civil Engineers

Geotechnical Engineer of the Year,
ASCE Philadelphia Section (2010)

Outstanding Mentor Nominee, ACE
Delaware Chapter (2013)

EXPERIENCE SUMMARY

Dr. Thomson serves as an Associate Vice President and the Geotechnical Practice Lead in our Newark, DE office. He specializes in the areas of geotechnical and structural design and instrumentation, and in-situ geotechnical testing. He has experience managing multi-disciplinary projects including geotechnical design/analysis/reporting, construction observation and material testing, water resources design/consulting, structural design/consulting, environmental consulting/testing, as well as geotechnical and structural instrumentation. He has functioned as liaison between owners and contractors on a multitude of projects and he has experience in contract development/negotiations.

REPRESENTATIVE PROJECTS

DCDOT- Stormwater Retrofits & Green Infrastructure Design, Washington, DC

Pennoni Project Manager – Managed Pennoni services which consist of revising DC's Stormwater Management Manual and performing subsurface explorations, infiltration testing, laboratory testing and reporting at sites throughout DC.

BG&E – Newgate and Riverside Feeder Conversion, Baltimore, MD

Project Principal – Responsible for developing a geotechnical exploration plan and laboratory analysis for design of two directional bores beneath Colgate Creek. The directional drills 430 and 485 feet long and were to house electrical conduits. The geotechnical exploration consisted of land based and barge based Standard Penetration Test borings and Cone Penetration Test soundings. Soils samples were subsequently returned to Pennoni's AMRL accredited lab for geotechnical testing.

NIH Bethesda Assure - Expand Chilled Water Capacity, Bethesda, MD

Geotechnical Project Manager – Responsible for a proposed subsurface thermal energy storage system and water storage tank at the NIH facility in Bethesda, MD. Owner specified options for the underground tanks were indicated to range in plan area from approximately 35,000-SF to 57,000-SF with water depths ranging from 30-50-ft. below existing grade. Two sites were considered within the campus in existing parking lots and near existing structures. The requested scope of work consisted of performing 50 soil borings to delineate subsurface conditions. Dr. Thomson developed a field exploration program consisting of a combination of Standard Penetration Test borings and well as Cone Penetration Test soundings (including seismic testing) allowing the owner to obtain the desired information at a substantial cost savings. Following the field exploration, Dr. Thomson performed geotechnical laboratory testing on soil and rock samples and developed a report summarizing our exploration. The report addressed foundation options considering bearing on a combination of soil and rock; seismic design parameters; recommendations for sheeting and shoring which incorporated the permanent tank walls; and recommendations for reducing construction vibration effects on nearby existing structures.

USNA - Wastewater Treatment Plant, U.S. Naval Academy, Annapolis, MD

Senior Geotechnical Engineer – Responsible for expansion to the existing USNA WWTP. The project involved construction of various upgrades (e.g., new tanks, clarifiers, etc.) at the existing WWTP facility. Dr. Thomson developed a geotechnical field exploration program consisting of Standard Penetration Test borings and subsequent geotechnical laboratory testing, analyzed the result to develop foundation recommendations and settlement estimates as well as assisted in the development of project documents related to foundation construction and earthwork.



Joseph Spadea, PE

3D Visualization & BIM/Revit Modeling

EDUCATION

MS, Engineering; University of Texas, Austin (2002)

BS, Civil Engineering; Villanova University (2000)

PROFESSIONAL REGISTRATIONS

Professional Engineer: PA (#073271, exp. 9-30-23)

Professional Engineer: DC (#90978, exp. 8-31-24)

Professional Engineer: MD (#57284, exp. 3-7-23)

CERTIFICATIONS/TRAINING

Safety Inspection of In-Service Bridges, NHI (#130055, 2015, no exp.)

Technical Manager 1, Pennoni (2017, no exp.)

Project Management II, Pennoni (2020, no exp.)

Project Management Foundations, Pennoni (2015, no exp.)

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

EXPERIENCE SUMMARY

Mr. Spadea serves as an Associate Vice President for the DC Transportation Region and Pennoni FX Studios, our in-house Design Visualization team. Joe is a Senior Bridge Engineer and Project Manager with over 20 years of transportation design and design visualization experience. He has participated in the design and finite element analysis of several bridges ranging from short span to major river crossings. Joe works closely with the bridge design team at Pennoni, and has assisted with pioneering the use of BIM for Bridges for several high-profile transportation projects and clients, including the first-ever application of BIM for Bridges for the District Department of Transportation. Mr. Spadea has also participated in the inspection of a variety of bridge systems including steel multi-girder, deck and through truss, steel tied arch, prestressed concrete box beams, steel box girders and several suspension bridges.

Based on his experience, Mr. Spadea is frequently involved in preparing context sensitive designs for several high-profile bridge projects which have been featured online and in industry news and trade media. As leader of Pennoni FX Studios, Mr. Spadea is experienced with 3D data integration from an array of technical fields, including Digital Twins and GIS, High-Definition Laser Scanning (HDLS), Virtual Reality and 3D aerial photography and mapping. Mr. Spadea ensures accurate and photorealistic renderings and animations for visual impact assessments and public involvement and has managed the successful completion of over 300 visualization projects since joining Pennoni. Mr. Spadea oversees the development of presentation materials, 3D renderings, animations, XR and gamification for active projects, concepts, virtual public meeting spaces, visual impact assessments and public involvement efforts. With more than 15 years of experience in transportation visualization, Joe works in the trenches with this team of design software and creative experts to deliver stunning, high quality 3D computer visualizations for our clients.

Joe is a graduate of Villanova University (BS, Civil Engineering) and earned a Master's Degree (MS, Engineering) from the University of Texas at Austin. Joe serves on the ACEC/MW Transportation Committee and is friends of TRB AJE40 Committee on Public Engagement and Communications as well as TRB AED80 Visualization in Transportation.

REPRESENTATIVE PROJECTS

City of Largo - Rosary Road, Largo, FL

Design Visualization Engineer – Pennoni FX Studios developed still images, 3D typical section renderings and a short animation which showcased the key roadway and drainage improvements. The project involves upgrades to an area that currently lacks adequate stormwater & multi-modal connectivity. Pennoni was awarded the project based in part due to our great visualization project produced by Pennoni FX Studios. Design enhancements included drainage, roadway, multimodal, and utility improvements.

City of North Miami – 3D Models, Miami, FL

Design Visualization Engineer – Pennoni FX Studios developed 3D models for over 1200-ft. of roadway on NE 18th Avenue and NE 127th Street. Detailed 3D models and renderings of the concepts were developed showing before and after conditions in less than one week.

Pennsylvania Turnpike Commission – Bridge Impact Emergency Response Projects, Statewide, PA

Project Manager and Technical Advisor – The Pennsylvania Turnpike Commission has had several impact collisions to their bridges carrying and crossing the turnpike. Oversaw the design repairs for three projects which required immediate attention. Structural analyses and non-destructive evaluation were completed within 48 hours. Cost estimates and repair plans were developed.



John Delashaw, PE, MAT

Principal, Geotechnical Engineer



Mr. Delashaw currently serves as Vice-President and is the project principal and/or technical lead for most of the company's geotechnical projects. Much of his over 33 years of geotechnical engineering experience has been gained from working on projects in the areas of: dam design and evaluation; shallow and deep foundation systems; earthworks and site development; soil improvement techniques; specialty soil sampling; sinkhole investigation, evaluation and stabilization, and roadway soil.

His primary experience includes project management, contract management, technical direction of geotechnical engineering projects, geotechnical field investigations, and analyses for numerous public and private sector clients. He is responsible for staffing and resource management and reviewing engineering evaluations for geotechnical investigations in addition to numerous subsidence investigations. He often provides expert witness testimony on forensic projects and is in responsible charge of numerous soil stabilization projects.

Project Experience

Harden Boulevard Access Road, Polk County, FL | Geotechnical Principal-in-Charge. Project consisted of geotechnical investigation, design and construction plans to construct an approximately 600 foot long access road that progresses east from Harden Blvd. through former phosphate mined lands to provide access to a new development (residential and/or commercial) in Lakeland, Florida. Madrid CPWG was requested to provide a geotechnical design for a stable, permanent platform for roadway embankment construction along the proposed access road alignment. Madrid CPWG's design included CSV (cement stabilized vertical) columns combined with a load transfer blanket (LTB) consisting of multiple layers of biaxial geogrid interbedded with compacted sandy fill. The system will distribute and transfer roadway, embankment, and vehicle loads to more competent soils at depth. The combined system provides a more uniform load response to the roadway embankment. Value of Project: \$68,000

Polk County, West Lake Eloise Drive Resurfacing Project, Winter Haven, FL | Geotechnical Principal-in-Charge. This Polk County project included a section of road that overlies a thick peat layer that has a history of on-going settlement. Additional pavement has been added over time to try to keep the pavement above the seasonal high water level without success as the road continues to flood. Madrid investigated the site then recommended and designed a roadway cross-section that included excavation of the pavement section and installation of about 3 feet of lightweight cellular concrete allowing us to raise the roadway about 1 foot above the high water mark while also slightly unloading the organic soils that were too deep to excavate. By reducing the total load on the organics future settlement is nearly eliminated. Analyses included buoyancy calculations to ensure that the lightweight concrete would have sufficient pavement weight above it to avoid "popping out of the ground". Value of Project: \$55,000

Grandview Parkway, New Roadway and Bridge over I-4, Polk County, FL | Project Principal. Oversee geotechnical design and recommendations for a 3000 ft. new 2-lane roadway that includes a 600 ft. bridge over I-4 near Davenport, Florida. The project includes embankment, MSE walls, bridge pilings and stormwater ponds and some of the alignment crosses an existing wetland and organic deposits. Project challenges included high settlement estimates and remediation of a relic sinkhole found along the wall alignment. Value of Project: \$87,000



Years of Experience

- 33 Years

Education

- B.S., Civil Engineering, San Diego State University

Professional Registration

- Professional Engineer, Florida # 48154 (1986)

Additional Certifications

- Properties of Fills for MSE Walls – ASCE Webinar, January 2018
- Geo-Frontiers Conference – 2011 (Paper presented at conference – published in proceedings– June 2017
- Geotechnical and Materials Engineers Conf. ('98,'01,'04,'07,'10,'11,'12,'13,'14,'16,'17,'18,'19)
- Florida Dam Safety Annual Conference 1997 through 2004 (technical presenter 1999 & 2003)



Michael J. Wightman, P.G.

ROLE: President, Principal Geophysicist, GeoView, Inc. - Subsidiary of Ambient Technologies, Inc.

EDUCATION:

- M.S., Hydrogeology/Geophysics, University of South Florida, 1989
- B.A., Geology, University of California, Santa Barbara, 1986
- B.A., Business, Economics/Environmental Studies, University of California, Santa Barbara, 1980



REGISTRATIONS/CERTIFICATIONS:

- Licensed Professional Geologist, Florida and California (FL #1423, CA #6500)
- Certified Ground-Penetrating Radar Operator
- AGI Electrical Resistivity Imaging Certification
- Certified Pile Integrity Tester
- Geophysical Well Logging and Imaging.

Mr. Wightman's responsibilities at GeoView Inc. include the management and technical oversight of all geophysical investigations conducted by the firm. He has either managed or conducted geophysical investigations throughout the entire United States, Caribbean Basin and Central America. His duties include quality control oversight, project management and budgeting, employee supervision and training, design and implementation of geophysical investigations, data evaluation, numerical and analytical modeling of geophysical data. Mr. Wightman has either conducted or managed over 10,000 geophysical investigations concerned with environmental, geotechnical, geological, hydrogeological, infrastructure and construction-related projects. Mr. Wightman is an expert in the application of geophysical methods in terms of understanding karst-related conditions. Mr. Wightman has provided expert testimony, authored publications and delivered numerous presentations concerning geophysical testing for a wide variety of applications. Mr. Wightman has either conducted or managed over 10,000 geophysical investigations concerned with environmental, geotechnical, geological, hydrogeological, infrastructure and construction-related projects.

RELEVANT PROJECT EXPERIENCE:

Hillsborough County Southeast Landfill Expansion-Geological Site Characterization, 2020, \$55,000. Project Manager-Geosyntec, Tampa, FL. Evaluated the effectiveness of several geological methods to identify deeply buried (75-200 feet below land surface) paleo-karst (sinkhole) features. A 40-acre test area was selected to evaluate the effectiveness of electrical resistivity imaging (ERI), micro-gravity and seismic refraction tomography. A total of 5,500 linear feet of data was collected using all methods. Results from the three geophysical test methods were integrated and compared to the results of standard penetration test (SPT) boring that were performed within identified suspected buried karst features.

McKay Bay Environmental Site Investigation, 2022, \$9,000. Project Manager-Intertek, Tampa. Combined ground penetrating radar and time-domain electromagnetics study to delineate buried metallic and non-metallic debris across project site and clear locations for 90 planned borings (2022).

FDOT District 7 Emergency Response Services, Florida, 2013-present, \$95,000. Project Manager – Intertek-PSI – Tampa, FL – Ongoing since 2013 On-going services contract to provide geophysical testing to help determine cause for formation of depressions or collapse on FDOT-regulated roadways in FDOT Districts 1 and 7. Ground penetrating radar and electrical resistivity imaging are typically performed. Required response time 4 hours or less.

A Minority Certified Company

Ambient Technologies, Inc. Subsidiaries & Affiliates ATI Companies, LLC – Drilling GeoView, Inc. – Geophysics
ATI Geologica, LLC – In-Situ Testing/CPT ATI Energia, LLC – Solar Energy

Headquarters: 5709 First Avenue South, St. Petersburg, FL 33707 Ph.: (727) 328-0268 Fax: (727) 328-2477
info@ambienttech.com www.ambienttech.com www.geoviewinc.com

Subconsultants

Madrid Engineering Group

Madrid Engineering Group, Inc., d/b/a/ Madrid CPWG is a Polk County-based engineering company established in 1992 and located in Bartow for 25 years. Our specific expertise includes Full Service Professional Geotechnical Engineering along with construction materials testing, and construction engineering inspection (CEI) services. In addition, we have specialty service departments such as drilling services, laboratory testing, and other support services. Our corporate office is in Bartow, Florida, with additional Madrid CPWG offices in Tampa and Winter Springs in Central Florida. However, we do projects statewide and our central location is a great advantage. Madrid CPWG is a certified MBE by the State of Florida with other small, minority and/or disadvantaged business certifications from entities such as the FDOT, Federal SBA, as well as several County and City governments. The overall company has nine technical Divisions; the GeoSciences Group includes four of those divisions and essentially runs out of the Bartow Office. The GeoSciences Group Divisions include Geo-Engineering, Structural/Forensics, CEI/CMT and Drilling. Madrid CPWG's expertise is based on the technical knowledge and experience of its employees, whose diverse backgrounds include the specialties of geotechnical engineering, structural engineering, materials science, geology and field exploration and testing. Our professional staff is complimented by soils and construction field and lab technicians; a versatile fleet of company owned drill rigs and CPT equipment; a full-service geotechnical laboratory and a full-service construction materials testing (CMT) laboratory. Madrid CPWG has completed nearly 10,000 projects throughout Florida, most drilled using in-house drilling services.



Madrid CPWG's geotechnical and CMT laboratories and tests performed are certified under AASHTO R18 and accredited by the Construction Materials Engineering Council (CMEC). We perform a full suite of strength, compressibility, permeability and index tests for a wide variety of materials including soil, aggregate, rock, concrete and asphalt. Field testing capabilities include field density testing by nuclear, drive sleeve and sand cone method, in-place moisture content, concrete slump, air content and temperature. With our equipment, manpower and experience, we can respond to emergency and planned projects and have experience coordinating with many agencies. Madrid CPWG is also a W/MBE firm with the State of Florida UCP and many other agencies as well as a Small Business with the South Florida Water Management District and other agencies.

Polk County Projects

Geofoam Foundation Design and Construction Inspection Services for SR-37 Gravity Sewer Project – Lakeland, Florida (Oct. 2016-Dec. 2016). Geofoam Foundation Design for Gravity Sewer Pipeline Over Waste Clays. Budget: Approximately \$237,000.

North-Central Landfill Phase V Expansion Project – Winter Haven, Florida (Mar. 2014-Dec. 2015). Field Exploration/Unsuitable Soil Delineation, Construction and Liner Inspections, CQA Officer. The site included construction of 3 new landfill cells, partially over unsuitable soft clay soils. Budget: Approximately \$600,000.

Central Region Utility Service Area (CRUSA) Water Production Facility – Bartow, Florida (2016-Current). Geotechnical Evaluation and Design, CMT & Inspection Services. The site included a warehouse structure, 2 production wells (drilled by others), a water storage tank, stormwater ponds and roadways. Budget: Approximately \$70,000.

Port Hatchineha Sea Wall Design – Haines City, Florida (2012-2013). Structural/geotechnical wall design. Budget: \$13,500.

Grandview Parkway – Davenport, Florida (Dec. 2013-Oct. 2014). Geotechnical Evaluation and Design for New Roadway, 600-foot long bridge over I-4, MSE Wall Design (walls up to 36 feet high), Pile Design, Sinkhole Remediation (sinkhole discovered under MSE Wall). Budget: Approximately \$85,000.

Lake Parker Outfall/Phase III – Lakeland, Florida (2014-2015). Madrid provided geotechnical engineering services along with drainage design, environmental permitting, construction plans, construction cost estimates and contract bidding services. Madrid also provided CEI services for this project. Budget: Approximately \$140,000.

Old Eagle Lake Road Settlement Investigation – Eagle Lake, Florida (2018). Geotechnical settlement evaluation and design repair recommendations in areas of culverts with organic soils below. Budget: Approximately \$3,350.

Woodland Avenue Pedestrian Bridge – Winter Haven, Florida (2017). Geotechnical evaluation for shallow bridge foundations adjacent to an existing roadway bridge. Budget: Approximately \$5,400.

West Lake Eloise Drive Settlement Investigation – Winter Haven, Florida (2017-2018). Settlement Investigation and Recommendations for roadway settlement over thick organic deposits. Madrid designed a lightweight fill section to reduce settlement. Budget: Approximately \$9,200.

Several Roadway Soil Surveys for Polk County roadway widening projects or new roadway alignments over the last 15+ years as a subcontractor for various Civil Engineering firms (budget amounts and dates vary).



Ambient Technologies

Ambient Technologies, Inc. (ATI), and its wholly owned subsidiaries and affiliates, have earned a reputation for providing responsible, quality, conscientious, and dependable geoservices since 1993. National and international consultants and engineering firms have contracted them to deliver the support services they need on their projects in the USA, Central America, South America, and the Caribbean region. These projects vary from small local residential problems to major construction or remediation projects with worldwide recognition. Their subsidiaries and affiliates work together under common ownerships towards the common goals of efficient performance, productive operations, client satisfaction, and financial stability. ATI employs over 32 individuals in the USA and more than 12 internationally. The company is employee owned and headquartered in St. Petersburg, FL. Their staff consists of a diverse group of geologists, geophysicists, surveyors, geographers, drillers, technicians, energy conservation specialists and administrative personnel. Geophysical services are supervised by licensed geologists and utility/reinforcement locate services are performed by certified technicians. their drilling is performed under the oversight of professional geologists and direction of licensed drillers.



Relevant Experience

Orlando Water Conserv II Biosolids Water Treatment Facility, City of Orlando

GeoView performed a geophysical survey across a concrete slab within the Orlando Water Conserv II Water Reclamation Facility. The purpose of the survey was to 1) Locate and designate conduits and small-diameter utilities within or below the concrete slab 2) Determine the design of reinforcement within the concrete slab and 3) Establish the range in thickness of the slab. The geophysical survey identified four electrical conduits within or below the concrete slab and one suspected grade beam below the slab. The locations and estimated depths of the identified utilities and suspected beam were marked on the concrete surface using spray paint and chalk. An electronic utility locator was used to determine that 2 of the 4 conduits carried live electrical current. It was discovered that reinforcing of the slab consisted of a double-layer rebar mat with the top layer on 6-inch centers and bottom layer on 12-inch centers. Average cover depth for the top layer was 1.5

inches. The thickness of the slab ranged from 10 to 12 inches. Geophysical Survey was performed using an RD 8000 EUL and a GSSI GPR system with a 900 and 2600 mega-hertz (MHz) antenna. Results presented in markings with spray paint and chalk on the cement for immediate reference. Final report was prepared with figures summarizing study results.

South County AWTP Expansion – 4.5 to 10 MGD, Hillsborough County, FL

GeoView performed initial Location & Designation of Utilities at the Water Treatment Facility which was undergoing a major renovation and expansion. GeoView was tasked with identifying all underground utilities within the planned areas for remodeling and expansion. Underground utilities of interest included water, sanitary and storm, electrical and communications. Composition of the utilities ranged from metal, ceramic to PVC. Maximum utility depths were to 12 feet. The project was conducted over a period of one-week. Underground utilities were designated on the ground surface using wire pin flags and spray paint. Estimated depths and utility types were also provided. All information was recorded on site engineering drawings that were to be used as reference drawings for land surveyors who were tasked with creating accurate "as-built" drawings for the project design team after the GeoView study. The utility designation study was performed using both GSSI and Mala GPR systems. Multiple frequency antennas were used to identify both shallow/small-diameter utilities and large-diameter utilities at depth. Electronic utility locators (RD 8100 and Pipehorn HD) were used to identify all electrical lines and any metallic lines that could be energized. Typically, the electronic designation was done first followed by the GPR to confirm the electronic locator results and to identify any non-metallic utilities that could not be identified electronically.



Is the Firm a Polk County Entity?



Pursuant to the description of a “Polk County Entity” contained in the RFP documents, Pennoni’s Winter Haven office qualifies as a Polk County Entity. As is shown by the enclosed State of Florida Corporation Annual Report, our office has been located at 401 Third Street SW, Winter Haven, FL since 2018, and formerly at 2105 Dundee Road in Winter Haven since 1975. Our corporate headquarters has been in Philadelphia since its incorporation in 1966.

Attached after this page is a copy of our lease agreement for proof of location.

PENNONI OFFICES

Local Winter Haven

401 Third Street SW
 Winter Haven, FL 33880
 (p) 863-324-1112
 (f) 863-294-6185
 No. of Employees: 80

Headquarters

1900 Market Street
 Suite 300
 Philadelphia, PA 19103
 (p) 215-222-3000
 (f) 215-222-3588
 No. of Employees: 200

Pennoni has 40+ offices throughout the eastern United States, with seven offices in the state of Florida. Most of the key staff proposed for this contract are in the Winter Haven office, but we can seamlessly call upon the expertise of any of our staff located throughout Pennoni’s 40+ offices.





LEASE

SIX/TEN, LLC

- LANDLORD -

And

PENNONI ASSOCIATES INC.

-TENANT-

At

**401 Third Street SW
Winter Haven, FL 33880**

Lease Date: April 22, 2018

INDEX

LEASE SUMMARY

ARTICLE 1 – Grant & Description of Premises

ARTICLE 2 – Term

ARTICLE 3 – Rents & Other Tenant Contributions

ARTICLE 4 – Conduct of Business by Tenant

ARTICLE 5 – Insurance Indemnity and Taxes

ARTICLE 6 – Maintenance Alterations & Repairs

ARTICLE 7 – Right of Access

ARTICLE 8 – Condemnation or Destruction

ARTICLE 9 – Defaults & Remedies

ARTICLE 10 - Assignment & Sub-lease

ARTICLE 11 – Miscellaneous

EXHIBIT "A" – Premises

EXHIBIT "B" – Building

EXHIBIT "C" – Parking Parcel

EXHIBIT "D" – Base Rent Schedule

EXHIBIT "E" - Building Regulations

EXHIBIT "F" – Landlord's Work

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Lease") is made and entered into as of this 22nd day of April, 2018, by and between **SIX/TEN, LLC**, a Florida limited liability company (the "Landlord"), and **PENNONI ASSOCIATES INC.**, a Pennsylvania corporation (the "Tenant").

LEASE SUMMARY. The following (the "Lease Summary") summarizes various provisions of this Lease; provided, however, the actual provisions of the Lease which follow shall control the interpretation of this Lease in the event of any discrepancy:

- A. Date of Execution: April 22, 2018
- B. Premises Address: 401 Third Street SW
City: Winter Haven State: FL Zip Code: 33880
- C. Useable Square Feet: 6,660
- D. Tenant's Pro-Rata Share of Building Operating Expenses: 75%
- E. Lease Commencement Date: August 1, 2018 (see Exhibit F)
- F. Base Term Expiration Date: October 31, 2023
- G. Rent Commencement Date: November 1, 2018 (see Exhibit F)
- H. Premises Use: Office Access / Hours of Operation: Monday – Friday 8:00AM-5:30PM
or as needed for Tenant's business operations.
- I. Tenant Parking Spaces: Tenant and its employees and invitees shall have non-exclusive use of parking spaces as indicated in Exhibit C
- J. Initial Annual Base Rent: \$93,912
- K. Initial Monthly Base Rent: \$7,826
- L. Initial Estimated Utilities: Tenant to pay electrical, gas, waste removal, data service and all other utilities directly to utility providers. Water and sewerage included in Tenant's Pro-rata Share of Building Operating Expenses.
- M. Amount of Tenant's Share of Initial Estimated Monthly Building Operating Expenses: \$1,665 (See Section 3.05(d))
- N. Initial Monthly Sales Tax (currently 6.8%): \$532.17
- O. Security Deposit: N/A
- P. Notice Addresses:
If to Landlord: Six/Ten, LLC
P.O. Box 7378

Winter Haven, FL 33883-7378
Phone: (863) 299-1195

If to Tenant: Pennoni Associates Inc.
Attn: Markus Weidner
1900 Market St.
Suite 300
Philadelphia, PA 19103
Phone: 215-222-3000
E-Mail: MWeidner@pennoni.com

Q. Tenant's Address for Notices Prior to Commencement (if different than above): N/A

In consideration of the rents, covenants and agreements set forth in this Lease, the parties agree as follows:

Article 1 **Grant and Description of Premises**

1.01 Lease of Premises. Landlord leases to Tenant and Tenant rents from Landlord that office space consisting of approximately 6,660 square feet, as more particularly described on the sketch thereof attached hereto as **Exhibit "A"** (the "Premises"). The Premises are a portion of a larger building (the "Building"), which is located on the real property described on **Exhibit "B"** attached hereto (the "Property"). The parties acknowledge that all square foot measurements above are approximate, but agree that such measurements shall be conclusive for all purposes with respect to this Lease.

1.02 Common Areas. The common areas of the Building generally include space that is not included in portions of the Building set aside for leasing to tenants or reserved for Landlord's exclusive use, including the parking areas and walkways surrounding the Building (the "Common Areas"). Tenant shall have non-exclusive access to the Common Areas. Landlord has the exclusive right to (i) designate the Common Areas, (ii) change the designation of any Common Area and otherwise modify the Common Areas, and (iii) permit special use of the Common Areas, including temporary exclusive use for special occasions. Tenant shall not interfere with the rights of others to use the Common Areas. All use of the Common Areas shall be subject to the rules and regulations promulgated by Landlord from time to time.

1.03 Quiet Enjoyment. Tenant shall have the right to quiet enjoyment of the Premises, subject to the terms, conditions and covenants of this Lease and provided Tenant promptly and fully complies with all of its obligations under this Lease.

1.04 Landlord Improvements. To the extent expressly set forth on **Exhibit "F"** attached hereto, Landlord shall make certain improvements to the Premises. Except for Landlord's obligation to complete the work described on **Exhibit "F"**, and Landlord's express obligations for repair and maintenance set forth in this Lease, Tenant, upon occupancy of the Premises, shall take and thereafter have and hold the Premises "AS IS" and as the same shall then be, without any liability or obligation on the part of Landlord to make any alterations, improvements or repairs of any kind in or about the Premises for the term of this Lease, and Tenant agrees to maintain the Premises, and all parts thereof, in a good and sufficient state of repair in accordance with the provisions of this Lease, ordinary wear and tear excepted. Landlord makes no warranty whatsoever as to the suitability of the Premises for the business of the Tenant.

1.05 Parking Spaces. The parking spaces for Tenant's use, and other parking rights of Tenant, if any, are shown and described on Exhibit "C". As to the parking spaces shown as available on the Property on Exhibit "C", Landlord shall grant no other tenant or other person or entity exclusive parking rights so that less than thirty-five (35) parking spaces are available on the Property for Tenant's use. Without limitation, Landlord may construct additional improvements on the Property provided Landlord maintains available parking for Tenant as set forth above.

Article 2 **Term**

2.01 Base Term. The original term of this Lease shall be from the Lease Commencement Date set forth in the Lease Summary, until the Base Term Expiration Date set forth in the Lease Summary, at 12:00 P.M., unless terminated sooner as provided in this Lease (the "Base Term"). Any access to or possession by Tenant prior to the Lease Commencement Date, shall be subject to all of the terms, provisions, covenants and conditions of this Lease including, without limitation, the maintenance of insurance. In addition, Tenant shall indemnify and save Landlord harmless from any claim, suit, judgment, cost or other expense arising out of the Tenant's entry, possession, acts, or omissions (including, without limitation, reasonable attorneys' fees), as well as any damage suffered by or to the Premises as a result of the Tenant's entry, possession, acts or omissions, except to the extent any claim, suit, judgment, cost or expense arises out of Landlord's gross negligence, failure to warn of a known danger, or breach of this Lease.

2.02 Renewal Term. Tenant's rights to renewal term(s) (each a "Renewal Term"), if any, are set forth on Exhibit "D".

2.03 Holding Over. This Lease and the tenancy hereby created shall cease and terminate at the end of the applicable term as provided in this Lease without the necessity of any notice from either Tenant or Landlord to terminate the Lease, except as set forth above in Section 2.02. Tenant waives notice to vacate the Premises and agrees that the Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Premises from the Tenant holding over to the same extent as if statutory notice had been given. Any holding over after the expiration of the term of this Lease, with the consent of the Landlord, shall be construed to be a tenancy from month to month and Tenant shall continue to pay rent at twice the rental rate in effect for the immediately preceding lease term, along with such other sums in the amounts herein provided, and to comply with all the terms of this Lease.

Article 3 **Rents and Other Tenant Contributions**

3.01 Base Rent. Tenant agrees to pay to Landlord as base rent for the Premises (the "Base Rent") those sums set forth in Exhibit "D" attached hereto, plus applicable sales tax. All rent shall be due and payable on the first (1st) day of each calendar month, in advance, without demand, setoff, or deduction whatsoever, at the address of the Landlord designated in the Lease Summary for notices. Tenant's obligation to pay Rent under this Lease is completely separate and independent from any of Landlord's obligations under this Lease. The first month's rent shall be paid to Landlord simultaneously with execution of this Lease by Tenant.

3.02 Rent for Renewal Term(s). The Base Rent during the each Renewal Term, if any, is set forth on Exhibit "D".

3.03 Security Deposit. *Intentionally omitted.*

3.04 Utilities. Tenant shall pay and be directly responsible for all electric, gas, garbage removal, telephone and internet charges, and other utilities serving the Premises, other than water and sewer utilities (the cost thereof being included as part of the Building Operating Expenses). Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from and against any charge, lien, claim or demand arising out of Tenant's use or consumption of such utilities. Tenant shall also be responsible for and pay for all costs of janitorial services to the Premises. Except for Landlord's gross negligence or willful misconduct in connection therewith, Landlord shall not be responsible for any interruption in utility services. In the event that the remainder of the Building is occupied by a non-office tenant, Landlord shall adjust Tenant's Pro-Rata Share of Building Operating Expenses attributable to water and sewer utilities to fairly reflect any excessive water and sewer use by such other non-office tenant.

3.05 Operating Expenses and Additional Charges.

(a) Tenant shall pay to Landlord, on a monthly basis along with the Base Rent, Tenant's Pro-rata Share of Building Operating Expenses, which percentage is set forth in the Lease Summary. Tenant's Pro-rata Share of Building Operating Expenses and other sums, excluding Base Rent, required to be paid by Tenant pursuant to this Lease, including but not limited to interest and late charges, shall be deemed "Additional Charges" hereunder and, for all purposes, shall be deemed additional rental payments due hereunder.

(b) "Building Operating Expenses" shall mean and refer to all fire, liability and other casualty insurance premiums with respect to the Building, all real property taxes and other governmental assessments attributable to the Property and Building, roof maintenance expenses for the Building, common area maintenance, actual and direct cost of all interior and exterior building maintenance expenses, pest control for the Building, fire security system maintenance and inspections, customary 5% management fees (the "Management Fee"), and all other expenses reasonably attributable to the Building, subject to sub-section (c). If tangible personal property taxes are assessed against Landlord, Tenant shall only pay the portion of such taxes attributable to Common Areas. The parties agree that employees of Landlord may perform all or a portion of the janitorial services and building repair and maintenance services included within the Building Operating Expenses, and that said employee time and labor shall be billed and allocated to the Building Operating Expenses in accordance with Landlord's customary practice. To the extent that Landlord provides services directly attributable only to the Premises or at the request of Tenant, either utilizing its own employees or other service providers, the cost thereof plus the related Management Fee shall be billed directly to Tenant as Additional Charges. Landlord shall pay all real property taxes (currently due by March 31), and other taxes and assessments by the due date, and shall, upon Tenant's written request, furnish Tenant with evidence of such payment. Landlord shall not include in taxes any interest or penalties incurred by Landlord by reason of Landlord's failure to pay in a timely manner any real property or other taxes and assessments. Landlord shall not recover more than one hundred percent (100%) of the Building Operating Expenses actually incurred by Landlord, plus the Management Fee.

(c) Landlord shall provide a statement of the Building Operating Expenses within sixty (60) days of the end of each fiscal year, detailing said Building Operating Expenses, Tenant's Pro rata Share of Building Operating Expenses, application of Tenant's monthly estimated payments and resulting balance. If Tenant's Pro-Rata Share of Building Operating Expenses share exceeds its estimated payments thereof made during said fiscal year, Tenant shall pay the shortfall within thirty (30) days of receipt of the statement. If Tenant's share is less than its estimated payments, Tenant shall apply the resulting credit against the next payment of monthly rental due hereunder. Landlord agrees to retain the books and records substantiating the Building Operating Expenses

incurred in each calendar year for a period of at least three (3) years from the date Landlord submits a statement to Tenant. Tenant or its designee shall have the right, during business hours and upon reasonable prior notice, from time to time to inspect Landlord's books and records relating to Building Operating Expenses and/or to have such books and records audited at Tenant's expense by a certified public accountant or auditing professional designated by Tenant and approved by Landlord, which approval shall not be unreasonably withheld, conditioned or delayed. Any audit or inspection that discloses a discrepancy of more than five percent (5%) in the annual Building Operating Expenses shall be at Landlord's expense, and Landlord shall reimburse Tenant for such cost within thirty (30) days of the result of the audit or inspection. Any discrepancy shall be promptly corrected by a payment of any shortfall to Landlord by Tenant within thirty (30) days after the applicable audit or the inspection of records which reveals a discrepancy, or by a credit against the next payment(s) of rent hereunder or (at Tenant's election) a refund from Landlord of the overpaid amount within thirty (30) days, as may be applicable. In the event Tenant does not contest a statement of Building Operating Expenses within six (6) months after it is rendered, such statement shall become binding and conclusive on both Landlord and Tenant. In the event Landlord shall fail to invoice Tenant for any Additional Charges pursuant to this section within one (1) year, then Landlord shall be deemed to have waived its right to collect such Additional Charges. In addition, in the event that Landlord shall fail to invoice Tenant for any Additional Charges pursuant to this section within one (1) year following the expiration or termination of the term of this Lease, then Landlord shall be deemed to have waived its right to collect such Additional Charges.

3.06 Late Fees. Any Base Rent or any additional charges due Landlord monthly not received by Landlord by the fifth (5th) day of each month shall be accompanied by a late charge equal to five percent (5%) of said rent then due. If any other additional charges due Landlord hereunder are not paid within ten (10) days after the date of Landlord's statement to Tenant regarding said additional charges, Tenant agrees to pay a late fee of five percent (5%) of such unpaid balance. All Base Rent and additional charges not paid within thirty (30) days of when due shall bear interest at the rate of eighteen percent (18%) per annum until fully paid.

Article 4 **Conduct of Business by Tenant**

4.01 Use of Premises. The Premises are leased to the Tenant solely for the Premises Use described in the Lease Summary. No other use of the Premises may be made without the prior written consent of the Landlord, which will not be unreasonably withheld, conditioned or delayed. Tenant shall not use any Common Areas of the Building or the Property for any parties, receptions or other entertainment purposes, without the prior written consent of the Landlord, which consent may be withheld in the absolute discretion of the Landlord. Landlord makes no guarantee of parking availability for Tenant's clients, customers or employees or that the parking described herein shall be sufficient for Tenant's purposes. Tenant specifically acknowledges and agrees that **all portions of the Premises, including the entrance areas, are non-smoking and non-vaping areas**, and Tenant shall require that all of its employees, clients, contractors and other invitees smoke and/or vape only in those areas outside the Building that are designated by Landlord, in its sole discretion, for such purposes.

4.02 Compliance with Laws. Tenant's use and occupation of the Premises, and the condition thereof, shall not be in violation of any applicable governmental requirement, shall not in any manner constitute a nuisance, and shall comply with all applicable directions, rules and regulations of the fire marshal, health officers, building inspector and other proper officers of any governmental agency having jurisdiction over the premises.

4.03 Compliance with Building Regulations. Unless otherwise provided in this lease, Tenant, its employees, contractors and invitees, shall comply with the Building regulations set forth on **Exhibit "E"** and all other reasonable rules and regulations published by the Landlord with respect to the Building. Violation of said rules shall constitute a material default by Tenant hereunder. Tenant shall comply, at Tenant's expense, with all directives of insurers with respect to the Premises and shall not permit any act or condition to exist in or about the Premises that will increase any insurance rate, except when such acts are required in the normal course of its business and, in which case, Tenant shall pay for such increase.

4.04 Communications Compliance. Tenant acknowledges and agrees that any and all telephone and telecommunication services desired by Tenant shall be ordered and utilized at the sole expense of Tenant. Unless Landlord requests otherwise or consents in writing, all of Tenant's telecommunications equipment shall be located and remain solely in the Premises in accordance with rules and regulations adopted by Landlord from time to time. Landlord shall not have any responsibility for the maintenance of Tenant's telecommunications equipment, including wiring; nor for any wiring or other infrastructure to which Tenant's telecommunications equipment may be connected. Tenant agrees that, to the extent any telecommunications service is interrupted, curtailed or discontinued, Landlord shall have no obligation or liability with respect thereto. Landlord shall have the right, upon reasonable prior oral or written notice to Tenant, to interrupt or turn off telecommunications facilities in the event of emergency or as necessary in connection with repairs to the Building or installation of telecommunications equipment for other tenants of the Building. In the event that Tenant wishes at any time to utilize the services of a telephone or telecommunications provider whose equipment is not then servicing the Building, the provider shall not be permitted to install its lines or other equipment within the Building without first securing the prior written approval of Landlord. Landlord's approval may be conditioned in such a manner so as to protect Landlord's financial interests, the interest of the Building, and the other tenants therein. The refusal of Landlord to grant its approval to any prospective telecommunications provider shall not be deemed a default or breach by Landlord of its obligation under this Lease. The provision of this paragraph may be enforced solely by Tenant and Landlord, are not for the benefit of any other party, and specifically, but without limitation, no telephone or telecommunications provider shall be deemed a third party beneficiary of this Lease. Tenant shall not utilize any wireless communications equipment (other than usual and customary cellular telephones, tablets, bluetooth and other devices), including antennae and satellite receiver dishes, within the Premises or the Building, without Landlord's prior written consent. Landlord's consent may be conditioned in such a manner so as to protect Landlord's financial interests, the interests of the Building, and the other tenants therein. At Landlord's option, Tenant may be required to remove any and all telecommunications equipment (including wireless equipment) installed in the Premises or elsewhere in or on the Building by or on behalf of Tenant, including wiring, or other facilities for telecommunications transmittal prior to the expiration or termination of the Lease and at Tenant's sole cost.

Article 5

Insurance Indemnity and Taxes

5.01 Premises and Other Insurance. Tenant shall maintain at its own expense the following types and amounts of insurance (which may be included under a blanket insurance policy if all of the other terms hereof are satisfied):

(a) Tenant's Liability Insurance. Throughout the Base Term and any Renewal Term, Tenant, at its sole cost and expense, shall keep or cause to be kept for the mutual benefit of Landlord and Tenant, Commercial General Liability Insurance (2001 ISO Form or its equivalent) with a combined single limit of liability and general aggregate-per location of at least Two Million

and No/100 Dollars (\$2,000,000), which policy shall insure against liability of Tenant, arising out of and in connection with Tenant's use of the Premises. The Commercial General Liability policy shall also include a Three Hundred Thousand Dollars (\$300,000) limit for Damage to Rented Premises. Tenant shall also carry Worker's Compensation insurance as required by law and Employer's liability insurance in an amount not less than One Million Dollars (\$1,000,000) covering all of Tenant's employees and leased employees, if any, working on or about the Premises or the Building.

(b) Tenant's Property Insurance. Tenant shall also carry the equivalent of ISO Special Form Property Insurance on Tenant's Property for full replacement value and with coinsurance waived. For purposes of this provision, the term "Tenant's Property" shall mean Tenant's personal property and fixtures, and any improvements made to the Premises by Tenant. Tenant shall neither have, nor make, any claim against Landlord for any loss or damage to the Tenant's Property, regardless of the cause of the loss or damage.

(c) Certificates of Insurance. Prior to taking possession of the Premises, and annually thereafter, Tenant shall deliver to Landlord certificates or other evidence of insurance satisfactory to Landlord. If Tenant fails to provide Landlord with such certificates or other evidence of insurance coverage, Landlord may obtain such coverage and the cost of such coverage shall be an Additional Charge payable by Tenant upon demand. Tenant, upon request from Landlord, shall also provide Landlord and any lender designated by Landlord certificates of insurance or copies of insurance policies evidencing that insurance satisfying the requirements of this Lease is in effect at all times.

(d) Insurance Policy Requirements. Tenant's insurance policies required by this Lease shall: (i) be issued by insurance companies licensed to do business in the state of Florida with a general policyholder's ratings of at least A- and a financial rating of at least VI in the most current Best's Insurance Reports available on the Commencement Date, or if the Best's ratings are changed or discontinued, the parties shall agree to a comparable method of rating insurance companies; (ii) name Landlord as an additional insured as its interest may appear; (iii) provide that the insurance not be canceled, be non-renewed or have coverage materially reduced unless thirty (30) days advance notice is given to Landlord; (iv) be primary policies and non-contributing with any insurance that Landlord may carry; (v) provide that any loss shall be payable notwithstanding any act or gross negligence of Landlord or Tenant which might otherwise result in a forfeiture thereunder of such insurance or the amount of proceeds payable; (vi) have no deductible exceeding Twenty-Five Thousand and No/100 Dollars (\$25,000.00), unless approved in writing by Landlord; (vii) confirm the subrogation requirements set forth below; and (viii) be maintained during the entire Term and any Renewal Term.

(e) Mutual Waiver of Subrogation. Anything in this Lease to the contrary notwithstanding, Landlord hereby releases and waives unto Tenant (including all partners, stockholders, officers, directors, employees and agents thereof), its successors and assigns, and Tenant hereby releases and waives unto Landlord (including all partners, stockholders, officers, directors, employees and agents thereof), its successors and assigns, all rights to claim damages for any injury, loss, cost or damage to persons or to the Premises or any other casualty, as long as the amount of such injury, loss, cost or damage has been paid either to Landlord, Tenant, or any other person, firm or corporation, under the terms of any property, general liability, workers compensation, or other policy of insurance, to the extent such releases or waivers are permitted under applicable law. As respects all policies of insurance carried or maintained pursuant to this Lease and to the extent permitted under such policies, Tenant and Landlord each waive the insurance carriers' rights of subrogation.

5.02 Indemnification of Landlord. Tenant shall protect, indemnify and save Landlord harmless from and against all and any liability and expense of any kind, including reasonable attorney's fees, arising from injuries or damages to persons or property in, on or about the Premises to the extent arising out of or resulting in any way from any act or omission of Tenant, its agents, invitees, servants and employees in their use of the Premises during the term of this Lease, but excluding any act or omission of other tenants, owners or occupants of the Building.

5.03 Indemnification of Tenant. Landlord shall protect, indemnify and save Tenant harmless from and against all and any liability and expense of any kind, including reasonable attorneys' fees, arising from injuries or damages to persons or property in, on or about the Premises to the extent arising out of or resulting in any way from any act or omission of Landlord, its agents, invitees, servants and employees in their use of the Premises during the term of this Lease, but excluding any act or omission of other tenants, owners or occupants of the Building.

5.04 Landlord Insurance. Landlord shall maintain insurance against loss, damage or destruction by fire and other casualty to the Building, for the full insurable value thereof (minus reasonable deductibles).

5.05 Notice of Claim or Suit. The parties agree to promptly notify the other party of any claim, action, proceeding or suit instituted or threatened against the other party or the Premises. In the event Landlord or Tenant is made a party in any action for which the indemnifying party has indemnified it, then the indemnifying party shall pay all costs and provide effective counsel in such litigation or shall promptly pay, at the indemnified party's option, reasonable attorney's fees and costs incurred in connection with such litigation by the indemnified party.

5.06 Taxes Payable By Tenant. Tenant shall pay when due the following taxes:

(a) With each monthly rental payment, the sales tax due on such rental payment.

(b) Tangible business personal property taxes assessed against tangible personal property or leasehold improvements located on the Premises or in connection with the Tenant's business. If tangible personal property taxes are assessed against Landlord, Tenant shall only pay the portion of such taxes directly attributable to the Premises.

(c) Any sales or use taxes due in connection with any other payment or reimbursement made by Tenant hereunder.

5.07 Environmental Compliance and Indemnity.

(a) Throughout the Base Term and any Renewal Term, Tenant, at Tenant's sole cost and expense, shall at all times and in all respects, comply with all hazardous substances and environmental laws ("Hazardous Substances Laws") related to Tenant's use of the Premises. Without limitation, Tenant shall procure, maintain in effect, and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for Tenant's use of the Premises. Tenant shall in all respects handle, treat, deal with and manage any and all hazardous substances in, on, under or about the Premises, or any part thereof, in total conformity with all applicable Hazardous Substances Laws and prudent industry practices regarding management of such hazardous substances. Upon the expiration or sooner termination of this Lease, Tenant shall cause all hazardous substances brought to the Premises by Tenant, if any, to be removed from the Premises and to be transported and disposed of in accordance and in compliance with all applicable Hazardous Substances Laws.

(b) Tenant shall indemnify and hold harmless Landlord, and Landlord's successors and assigns, and each of them and their respective heirs, devisees, personal representatives, successors and assigns, from and against any and all claims, liabilities, penalties, fines, judgments, forfeitures, losses, costs and expenses (including, without limitation, reasonable attorneys' fees, consultants' fees, and expert fees at the pretrial, trial and appellate levels) for the death of or injury to any person or the damage to any property whatsoever, including, without limitation, the Premises, arising from or caused in whole or in part, directly or indirectly by (i) the presence in, on, under or about the Premises, or any part thereof, or any discharge or release at, in or from the Premises, or any part thereof, of any hazardous substance, but only to the extent that any such presence, discharge or release is caused, or results from any activities of Tenant on or about the Premises occurring on or after the Commencement Date, or (ii) any use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of hazardous substances by the Tenant or its agents to, in, on, under, about or from the Premises, or any part thereof, occurring on or after the Commencement Date, or (iii) Tenant's failure to comply with any Hazardous Substances Laws, but only to the extent that compliance is required on account of any activities by Tenant on or about the Premises occurring on or after the Commencement Date. All of Tenant's indemnity obligations hereunder shall survive the expiration or earlier termination of the Lease. For purposes of all indemnity provisions hereof, any acts or omissions of Tenant, or of any employees, agents, assignees, subtenants, contractors or subcontractors of Tenant or others acting for or on behalf of Tenant (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Tenant. Landlord represents and warrants that, to the best of its knowledge, the Building and Property, together with the Premises, are free from asbestos and other hazardous substances and there has never been environmental pollution.

Article 6

Maintenance, Alterations and Repairs

6.01 Tenant's Maintenance Responsibilities. Tenant shall, at its expense, shall be responsible for its own janitorial services and interior pest control, be responsible for all interior painting and maintenance and cleaning of interior walls, be responsible for the cleaning, repair and maintenance of all windows, and the maintenance and replacement of interior and exterior signage and lighting, and otherwise keep the interior of the Premises in a neat, clean and orderly condition, ordinary wear and tear excepted, and shall repair any damage caused by the negligence or willful misconduct of Tenant or its employees or customers. Tenant shall also be responsible, at its sole expense, for all fire equipment inspections, the maintenance of required fire extinguishers, and for compliance with all applicable local fire codes and orders, and shall cooperate with Landlord in communicating with insurers regarding such matters. The repair, maintenance and inspection of existing and future trade fixtures and furnishings within the Premises that pertain to the operation of Tenant's business are the responsibility of the Tenant. When requested, Tenant shall promptly report to Landlord as to its compliance with Tenant's responsibilities under this Section 6.01 and as otherwise set forth in this Lease. To the extent that any of Tenant's maintenance responsibilities are performed by Landlord, its employees or agents, the costs thereof shall be wholly passed through to Tenant as Additional Charges and shall be subject to the Management Fee.

6.02 Landlord's Maintenance Responsibilities. Landlord shall, at its expense (subject to reimbursement by Tenant as set forth in Section 3.05 above), be responsible for all of the following:

(a) Landlord shall provide janitorial services for the Common Areas and shall keep the Common Areas and the exterior of the Building in a neat, clean and orderly condition, ordinary wear and tear excepted.

(b) Landlord shall provide general pest extermination services for the Building (excluding the interior of the Premises; provided, however that with respect to pest problems reasonably attributable to Tenant, Landlord may provide additional pest control services, both exterior and interior to the Premises, and the cost thereof, subject to the Management Fee, shall be billed and allocated directly to Tenant as Additional Charges).

(c) Landlord shall maintain, repair, and replace all of the following: (1) the Building's roof, roof membrane, and roof supports, (2) (3) the HVAC (heating, ventilation, air-conditioning, and cooling) equipment and system serving the Premises, (4) the plumbing, electrical and mechanical systems serving the Premises, (5) the exterior walls, floors and foundations of the Premises and all structural aspects of the Building, (6) the exterior lighting and light fixtures, (7) the exterior and common areas of the Building, and (8) all other parts of the Building and Property not expressly required to be maintained by the Tenant.

6.03 Work by Tenant. Tenant shall not commit actual or constructive waste upon the Premises, or materially alter the exterior or interior of the Premises without the prior written consent of Landlord. At the time of granting such approval, Landlord shall inform Tenant whether any such alterations will have to be removed upon termination of the Lease, at Tenant's cost and expense. Tenant can make decorative or non-structural changes to the Premises, up to Two Thousand Dollars (\$2,000.00) per year, without the consent of, but with notice to, Landlord. Any improvements or work at any time commenced by Tenant on the Premises shall be diligently pursued to completion, shall be of good workmanship and materials and shall comply fully with all of the terms of this Lease. If Landlord's consent is required, Tenant shall submit to Landlord all plans and specifications with respect to any intended improvements of or alterations to the Premises, and shall not proceed with any work unless and until it has received Landlord's approval in writing with respect thereto. **Tenant shall not authorize or permit any liens, including construction liens for labor or materials, or other encumbrances to be placed against the Premises or Tenant's leasehold interest. Any improvements made to the Premises by Tenant are solely for the benefit of Tenant. The interests of Landlord in the Premises and the Building shall not, in any event, be subject to liens for improvements to the Premises or other areas made by Tenant, or its agents, contractors, subcontractors, or materialmen, or any other person. Prior to directing any such improvement, Tenant shall notify the contractor or other person working at the direction of Tenant of the provisions of this Section 6.03, and shall submit to Landlord for prior approval any notice of commencement intended to be filed by Tenant.**

6.04 Removal of Tenant's Property. At the expiration of the term of this Lease, and if Tenant is not then in breach hereof, Tenant may remove from the Premises all personal property, including fixtures and signage, belonging to Tenant. Tenant shall repair any damage caused by such removal and shall leave the Premises broom clean and in good condition and repair, inside and out, ordinary wear and tear excepted, and shall repair and repaint any areas from which signage is removed. If Tenant does not remove its property from the Premises upon the expiration or earlier termination (for whatever cause) of this Lease, such property shall be deemed abandoned by Tenant, and Landlord may dispose of the same in whatever manner Landlord may elect without any liability to Tenant.

Article 7
Right of Access

7.01 Tenant's Access. Tenant, and its agents, employees, invitees, and guests, shall have access to the Premises and reasonable ingress and egress to and from the Common Areas as described under Access/Hours of Operation in the Lease Summary; provided, however, Landlord by reasonable regulation may control such access for the comfort, convenience, safety and protection of all tenants in the Building, or as needed for making repairs and alterations. Tenant shall be responsible for providing access to the Premises to its agents, employees, invitees and guests after Access/Hours of Operation and on weekends and holidays, but in no event shall Tenant's use of and access to the Premises during non-business hours compromise the security of the Building.

7.02 Landlord's Access. Landlord shall have the right, at all reasonable times and upon reasonable written or oral notice, either itself or through its authorized agents, to enter the Premises (i) to make repairs as Landlord deems reasonably necessary, (ii) to inspect the Premises, mechanical systems and electrical devices, and (iii) to show the Premises to prospective mortgagees and purchasers. Within one hundred eighty (180) days prior to the expiration of the Base Term or any Renewal Term, Landlord shall have the right, either itself or through its authorized agents, to enter the Premises at all reasonable times, and upon reasonable advance notice to Tenant, to show it to other prospective tenants.

7.03 Emergency Access. Landlord shall have the right to enter the Premises at any time without notice in the event of an emergency.

Article 8
Condemnation or Destruction

8.01 Condemnation.

(a) If the Property or any portion thereof, including common areas, access, or parking areas, shall be taken or condemned for any public purpose, or purchased under threat of such taking, to such an extent as to render the Premises un-tenantable or materially interfere with the conduct of Tenant's business at the Premises, this Lease shall, at the option of Tenant be terminated within thirty (30) days of such taking or condemnation, forthwith cease and terminate as of the date title vests in the condemning authority or the date the condemning authority takes possession, whichever shall occur first. Landlord and Tenant shall be entitled to receive their shares of the condemnation award as their interests may appear, with Tenant's compensation to include, without limitation, compensation for Tenant installed alterations or additions, Tenant's relocation expenses, goodwill, business damages and the "bonus value" of Tenant's leasehold estate.

(b) If this Lease is not terminated as contemplated by subparagraph (a) above, Landlord shall promptly restore the Property (including the Premises, Building, common areas, parking areas and access thereto) to substantially the same condition as the Property was in as of the Commencement Date (with the exception of those portions of the Property taken).

(c) With respect to this Section 8.01, Tenant shall be entitled to a reduction of all rent from the date of such taking in the degree proportionate to the interference with the conduct of Tenant's business at the Premises.

8.02 Destruction of Premises. Unless the Lease is terminated in accordance with the provisions of this section, if the Premises, or any portion thereof, shall be damaged by fire or other casualty, then Landlord shall proceed to repair and restore the Premises with reasonable promptness to its prior existing condition, subject to the following terms and conditions:

- i. The casualty must be insured under Landlord's insurance policies, and Landlord's obligation is limited to the extent of the insurance proceeds received by Landlord. Landlord's duty to repair and restore the Premises shall not begin until receipt of the insurance proceeds.
- ii. Landlord's lender(s) must permit the insurance proceeds to be used for such repair and restoration.
- iii. Landlord shall have no obligation to repair and restore Tenant's trade fixtures, decorations, signs, contents, or any other improvements to the Premises made by Tenant.

Upon the happening of any such casualty, Landlord shall, with reasonable promptness after the occurrence of such damage, estimate the length of time that will be required to substantially complete the repair and restoration of such damage and shall notify Tenant in writing of such estimate. In the event that it is estimated that the amount of time required to complete such repair and restoration will exceed ninety (90) days from the date that such casualty occurred, or if the damage affects fifty percent (50%) or more of the Premises, or if the damage occurs during the last three (3) months during the term of this Lease, then either Landlord or Tenant may terminate this Lease by written notice to the other party given promptly following the date of the damage, but not later than twenty (20) days after Landlord gives Tenant the notice containing said estimate. Unless this Lease is terminated as provided in the preceding sentence, and as otherwise described hereinabove, Landlord shall proceed with reasonable promptness to repair and restore the Premises to the condition that the Premises were in upon the completion of the Landlord's Improvements, if any, described in Section 1.03 above, if any. Tenant agrees that it will be responsible for repair and restoration of the improvements it has made to the Premises and that it will proceed to fulfill its obligations with reasonable promptness and diligence.

In the event of any fire or casualty as referred to hereinabove, if the Lease shall not be terminated pursuant to the foregoing provisions, then the Base Rent and all Additional Charges shall abate during the period beginning with the date of such damage and ending with the date when Landlord tenders the Premises to Tenant as being ready for occupancy. Such abatement shall be in an amount bearing the same ratio to the total amount of Base Rent and all Additional Charges for such period as the portion of the Premises not tenantable from time to time bears to the entire Premises. In the event of termination of the Lease pursuant to this section, Base Rent and Additional Charges shall be apportioned on a per diem basis and shall be paid to the date of the casualty. The abatement of the rent set forth above is Tenant's exclusive remedy against Landlord in the event of a casualty, and Tenant hereby waives all claims against Landlord for any compensation or damage for loss of use of the whole or any part of the Premises and/or for any inconvenience or annoyance occasioned by any Casualty and any resulting damage, destruction, repair, or restoration.

Article 9 **Defaults and Remedies**

9.01 Default. Each of the following shall be deemed a breach of this Lease and a default by Tenant:

(a) If any Base Rent, Additional Charges, or other monetary sums due, remain unpaid for ten (10) days after they are due;

(b) If Tenant becomes insolvent or files for bankruptcy; or

(c) If Tenant fails to perform any of the covenants, conditions or obligations of this Lease not involving the payment of money within thirty (30) days after Tenant's receipt of written notice from Landlord of such breach, unless such performance requires more than thirty (30) days and Tenant is diligently pursuing such cure and completes such cure within sixty (60) days.

9.02 Remedies of Landlord. In the event of a default under the terms of this Lease by Tenant as set forth above, Landlord may, at its election, immediately or at any time thereafter take the following actions:

(a) Cancel this Lease and enter into and upon the Premises and repossess the same and expel the Tenant and those claiming under it and remove Tenant's personal effects, and thereupon this Lease shall absolutely cease and terminate; provided, however, if Tenant's property is removed, Landlord shall notify the Tenant of the location of said property and the procedure for reclaiming same;

(b) Declare all ascertainable rents due hereunder to be immediately due and payable, and thereupon all payments due to the end of the existing term, discounted at the rate of six percent (6%) per annum to their present value, shall be accelerated;

(c) Elect to enter upon the Premises and re-let the same for Tenant's account, holding Tenant liable in damages for all expenses incurred in any such re-letting and for any difference between the amount of rent received for such re-letting and all amounts due and payable under the terms of this Lease.

The remedies stated above shall be cumulative to the greatest extent allowable under applicable law, and shall be in addition to each other and to any right or remedy available to Landlord at law or in equity. No acceptance by Landlord of a lesser sum than the Base Rent, Additional Charges and other sums then due shall be deemed to be other than on account of the earliest installment of such payments due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment be deemed as accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Lease. Tenant agrees that in addition to all other rights and remedies, Landlord may obtain an order for summary ejectment from any court of competent jurisdiction without prejudice to Landlord's rights to otherwise collect rents or breach of contract damages from Tenant.

9.03 Attorney Fees and Costs. In any action, suit or proceeding to enforce or interpret the terms of this Lease or to collect any amounts due hereunder, the prevailing party shall be entitled to reimbursement for all costs and expenses reasonably incurred by the prevailing party in enforcing, defending or interpreting its rights hereunder, including, but not limiting to, all collection and court costs, and all attorney's fees, whether incurred out of court, in the trial court, on appeal, or in bankruptcy or administrative proceedings.

9.04 Waiver of Jury Trial. Both Landlord and Tenant waive their right to trial by jury under both state and federal law and both agree that any lawsuit filed hereunder shall be tried by judge alone.

9.05 Non-Waiver. The failure by Landlord or Tenant to insist on strict performance of any provision of this Lease shall not be construed as a waiver of any other or subsequent breach of any provision of this Lease. No waiver or assent, expressed or implied, to any breach of a party's covenants hereunder shall be deemed a waiver of any succeeding breach of the same covenant. The subsequent acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent.

9.06 Landlord Default. Any failure by Landlord to perform or comply with any covenant or agreement contained herein (all of which shall be deemed to be material hereunder), which failure shall continue for a period of thirty (30) days after written notice thereof is given by Tenant to Landlord, shall constitute a Landlord default under this Lease. In the event of a Landlord default, Tenant may exercise any or all remedies at law or in equity, statutory or otherwise.

Article 10 **Assignment and Sublease**

10.01 Assignment by Landlord. Landlord shall have the right to sell or convey the Premises, subject to this Lease, or to assign its right, title and interest as Lessor under this Lease in whole or in part. In the event of any such sale or assignment other than as a security assignment, Landlord shall be relieved, from and after the date of such transfer or conveyance, of liability for the performance of any obligation of Landlord contained herein, except for obligations or liabilities accrued prior to such assignment or sale, provided that its transferee assumes Landlord's subsequent obligations under this Lease.

10.02 Assignment by Tenant. Tenant shall not transfer, assign or sublet this Lease or any portion of the Premises without the prior written consent of Landlord, which consent may be withheld, conditioned or delayed in Landlord's sole discretion. Factors which Landlord may consider in deciding whether to consent to an assignment or sublease include (without limitation) (i) the creditworthiness of the assignee or sublessee, (ii) the proposed use of the Premises, (iii) whether there is other vacant space in the Building, (iv) whether the assignee or sublessee will vacate other space owned by Landlord, (v) whether Landlord is negotiating with the proposed sublessee or assignee for a lease of other space owned by Landlord, and (vi) any renovations to the Premises or special services required by the assignee or sublessee. Landlord will not consent to an assignment or sublease that might result in a use that conflicts with the rights of any existing tenant. One consent shall not be the basis for any further consent. Landlord must be given prior written notice of every assignment or subletting, and failure to do so shall be a default hereunder.

Article 11 **Miscellaneous**

11.01 Notice. All written notices required under this Lease shall be deemed sufficiently given if mailed certified mail, postage prepaid, return receipt requested or sent by a nationally recognized delivery service, to the respective addresses set forth in the Lease Summary, or to such other address as either party may designate to the other in writing by proper notice.

11.02 Subordination and Estoppel.

(a) This Lease is and shall be subordinate to any mortgage executed by Landlord which may now or hereafter affect the Premises, and to any renewals or modifications thereof. This provision shall be self-operative and no further instrument of subordination will be required in order to effect it. Nevertheless, Tenant, upon demand at any time from Landlord, shall promptly execute, acknowledge and deliver to Landlord, without expense to Landlord, any and all reasonable instruments that may be necessary or proper to evidence the subordination of this Lease, and Tenant's rights hereunder to the lien of any such mortgage or to certify the fact that this Lease is in good standing or to specify any defaults which Tenant may then claim or assert against the Landlord, or any other matter reasonably requested by Landlord or any mortgagee. The failure by Tenant to execute such instruments shall be a default under this Lease.

(b) Tenant agrees that it will, from time to time upon request by Landlord, execute and deliver to any mortgagee (or prospective mortgagee) of a mortgage which encumbers the Premises a statement in recordable form: (a) certifying that this Lease is unmodified and in full force and effect (or if there have been any modifications, the same is in full force and effect as so modified); (b) stating the dates to which rent and other charges payable under Lease have been paid; (c) stating that, to Tenant's knowledge, Landlord is not in default hereunder (or, if Tenant alleges a default, stating the nature of such alleged default in detail); and (d) stating such other matters as Landlord or the mortgagee, or prospective mortgagee, may reasonably request. The failure by Tenant to execute such instruments shall be a default under this Lease.

11.03 Title. Landlord warrants that it owns the fee simple title to the Property and is duly authorized to lease the Premises to Tenant. Landlord hereby leases the Premises in an "as is" condition, and makes no warranty regarding the suitability of the Premises for Tenant's business or use.

11.04 Florida Law to Govern. This Lease shall be construed according to the laws of the State of Florida.

11.05 Radon Gas Disclosure. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the County Public Health Unit.

11.06 Signage. Tenant shall not place nor allow others to place any sign, notice or advertisement upon the Premises or the Building without Landlord's prior written consent. All signage must be installed by a licensed sign company. Any damage to the Building, glass, awning, monument or other structural elements incurred as a result of installation or un-installation of signage by Tenant must be promptly repaired at Tenant's expense. Tenant is responsible for maintenance of all signage during the course of its tenancy.

11.07 Brokers. Landlord and Tenant represent and warrant to the other that it has not employed any broker, agent or finder in connection with this Lease, except for Landlord's leasing agent. Landlord is fully responsible for its agent's compensation. Landlord shall indemnify and hold Tenant harmless, and Tenant shall indemnify and hold Landlord harmless, from and against any claim for brokerage or other commission arising from or out of any breach of the indemnitor's representation or warranty.

11.08 Confidentiality. The terms and conditions set forth herein between Landlord and Tenant are the result of market conditions existing at the time of lease negotiations, Landlord's evaluation of the credit worthiness of Tenant, leasehold improvements, length of lease term and many other factors that are unique to the parties hereto and the circumstances surrounding the transaction. The specifics of the business, legal and all other terms of the Lease are solely for the benefit and knowledge of the parties hereto involved.

11.09 Consequential Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES AS A RESULT OF A BREACH HEREOF EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.10 Force Majeure. If, as a result of strikes, lockouts, labor disputes, inability to obtain labor, materials or reasonable substitutes therefor, acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, insurrection, revolution, terrorism, sabotage, fire or other casualty, acts or failure to act, or other conditions beyond the control of Landlord, whether prior to or during the term of this Lease, Landlord shall fail punctually to perform any obligation herein, then and in any of such events, such obligation shall be punctually performed as soon as practicable after such condition shall abate. If Landlord, as a result of any such condition, shall be unable to exercise any right or option within any time limit provided in this Lease, such time limit shall be deemed extended for a period equal to the duration of such condition.

11.11 Entire Agreement; Incorporation of Prior Agreements. This Lease contains all agreements and discussions of the parties, whether written or oral, with respect to the Premises and any matter mentioned herein. No prior agreement or understanding, whether written or oral, pertaining to any such matter shall be effective. Except as otherwise stated in this Lease, Tenant hereby acknowledges that neither any real estate broker, the Landlord or any employees or agents of any of said persons, has made any oral or written warranties or representations to Tenant relative to the condition or use by Tenant of the Premises, except as set forth in this Lease, and if so, any such representations and warranties are superseded by the terms of this Lease and Tenant acknowledges that Tenant assumes all responsibility regarding the legal use and adaptability of the Premises and the compliance thereof with all applicable laws and regulations in effect during the term of this Lease, except as otherwise specifically stated in this Lease.

11.12. Counterparts; Electronic Signatures. This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute a single instrument. The parties agree that signatures may be delivered by facsimile transmission or by e-mail delivery in ".pdf" format or other electronic means and such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature were an original thereof.

Prior to the execution and delivery of a definitive agreement, this Lease, and the terms and conditions contained herein remain subject to change and no contract will be deemed to be entered into unless and until Landlord and Tenant execute and deliver a definitive lease document.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this Lease as of the date and year first above written.

Signed, sealed and delivered in

the presence of:

Amy Reed
Witness -

Ashley Seaco
Witness -

LANDLORD:

SIX/TEN, LLC, a Florida limited liability company

By: [Signature]
Carl J. Strang, III, CEO

TENANT:

PENNONI ASSOCIATES INC. d/b/a ENVISORS

Daniel J Muller
Witness -

K. Sabel
Witness -

[Signature]
By: Markus Weidner

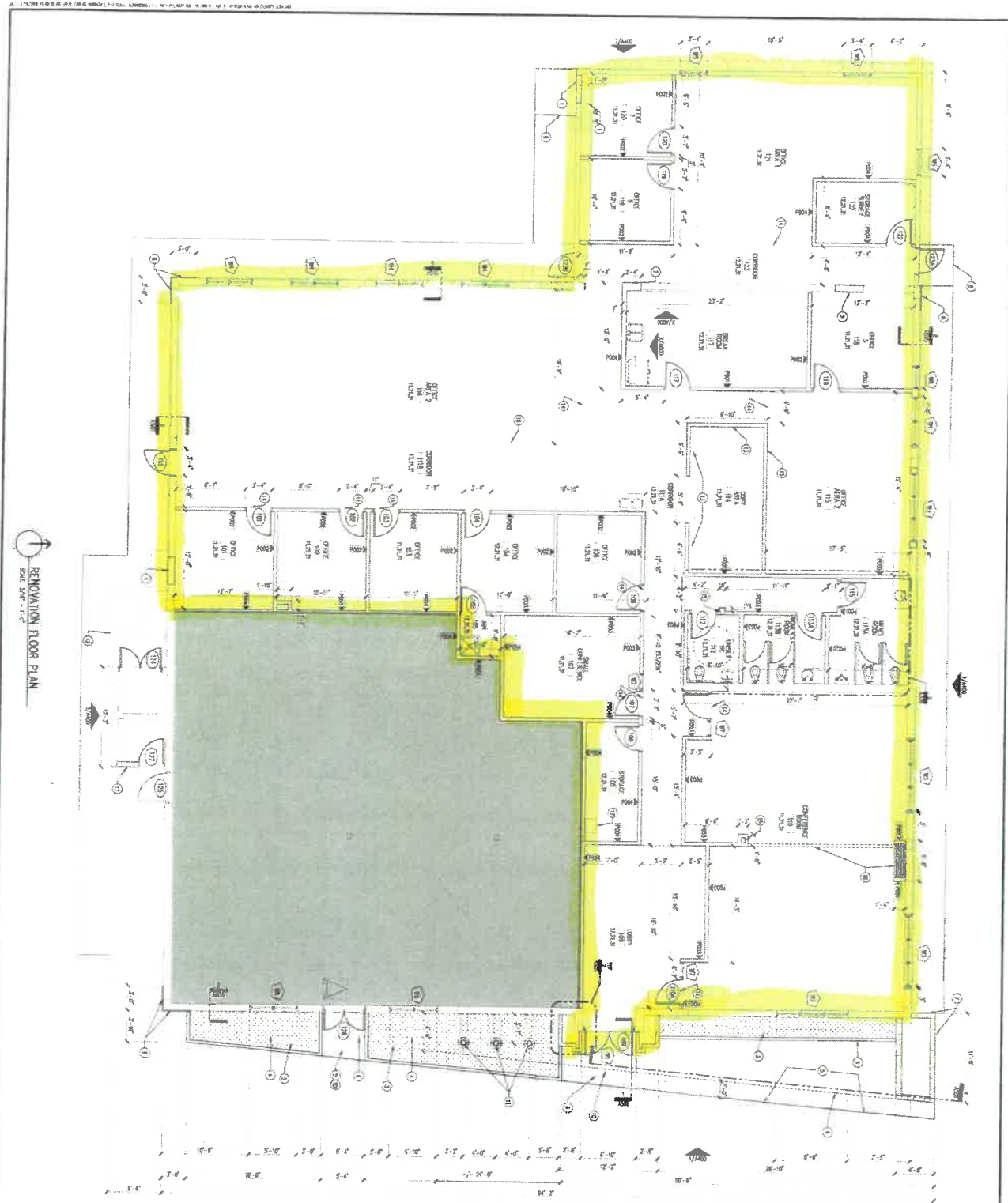
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EXHIBIT "A"

Premises

See Attached

(Premises outline in yellow. Sketch is not to scale and is used for illustrative purposes only).



RENOVATION FLOOR PLAN
SCALE: 3/8" = 1'-0"

GENERAL NOTES

1. THIS SET IS FOR THE PROPOSED WORK TO BE CONSTRUCTED.
2. EXISTING CONDITIONS SHALL BE SHOWN AS DASHED LINES AND DIMENSIONS. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND THE DEPARTMENT OF PUBLIC WORKS AND ENGINEERING.
4. CONTRACTOR SHALL VERIFY ALL CONDITIONS AND MATERIALS TO BE USED IN THE WORK SHALL BE APPROVED BY THE ARCHITECT AND THE CITY OF CHICAGO.
5. CONTRACTOR SHALL VERIFY ALL CONDITIONS AND MATERIALS TO BE USED IN THE WORK SHALL BE APPROVED BY THE ARCHITECT AND THE CITY OF CHICAGO.
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10. CONTRACTOR SHALL VERIFY ALL CONDITIONS AND MATERIALS TO BE USED IN THE WORK SHALL BE APPROVED BY THE ARCHITECT AND THE CITY OF CHICAGO.

KEYNOTES

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10. CONTRACTOR SHALL VERIFY ALL CONDITIONS AND MATERIALS TO BE USED IN THE WORK SHALL BE APPROVED BY THE ARCHITECT AND THE CITY OF CHICAGO.

FINISH SCHEDULE

NO.	DESCRIPTION	FINISH
01	REMOVE EXISTING PARTITION WALLS	REMOVE EXISTING PARTITION WALLS
02	INSTALL NEW PARTITION WALLS	INSTALL NEW PARTITION WALLS
03	REMOVE EXISTING DOORS	REMOVE EXISTING DOORS
04	INSTALL NEW DOORS	INSTALL NEW DOORS
05	REMOVE EXISTING PARTITION WALLS	REMOVE EXISTING PARTITION WALLS
06	INSTALL NEW PARTITION WALLS	INSTALL NEW PARTITION WALLS
07	REMOVE EXISTING DOORS	REMOVE EXISTING DOORS
08	INSTALL NEW DOORS	INSTALL NEW DOORS
09	REMOVE EXISTING PARTITION WALLS	REMOVE EXISTING PARTITION WALLS
10	INSTALL NEW PARTITION WALLS	INSTALL NEW PARTITION WALLS
11	REMOVE EXISTING DOORS	REMOVE EXISTING DOORS
12	INSTALL NEW DOORS	INSTALL NEW DOORS
13	REMOVE EXISTING PARTITION WALLS	REMOVE EXISTING PARTITION WALLS
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15	REMOVE EXISTING DOORS	REMOVE EXISTING DOORS
16	INSTALL NEW DOORS	INSTALL NEW DOORS
17	REMOVE EXISTING PARTITION WALLS	REMOVE EXISTING PARTITION WALLS
18	INSTALL NEW PARTITION WALLS	INSTALL NEW PARTITION WALLS
19	REMOVE EXISTING DOORS	REMOVE EXISTING DOORS
20	INSTALL NEW DOORS	INSTALL NEW DOORS
21	REMOVE EXISTING PARTITION WALLS	REMOVE EXISTING PARTITION WALLS
22	INSTALL NEW PARTITION WALLS	INSTALL NEW PARTITION WALLS
23	REMOVE EXISTING DOORS	REMOVE EXISTING DOORS
24	INSTALL NEW DOORS	INSTALL NEW DOORS
25	REMOVE EXISTING PARTITION WALLS	REMOVE EXISTING PARTITION WALLS
26	INSTALL NEW PARTITION WALLS	INSTALL NEW PARTITION WALLS
27	REMOVE EXISTING DOORS	REMOVE EXISTING DOORS
28	INSTALL NEW DOORS	INSTALL NEW DOORS
29	REMOVE EXISTING PARTITION WALLS	REMOVE EXISTING PARTITION WALLS
30	INSTALL NEW PARTITION WALLS	INSTALL NEW PARTITION WALLS
31	REMOVE EXISTING DOORS	REMOVE EXISTING DOORS
32	INSTALL NEW DOORS	INSTALL NEW DOORS
33	REMOVE EXISTING PARTITION WALLS	REMOVE EXISTING PARTITION WALLS
34	INSTALL NEW PARTITION WALLS	INSTALL NEW PARTITION WALLS
35	REMOVE EXISTING DOORS	REMOVE EXISTING DOORS
36	INSTALL NEW DOORS	INSTALL NEW DOORS
37	REMOVE EXISTING PARTITION WALLS	REMOVE EXISTING PARTITION WALLS
38	INSTALL NEW PARTITION WALLS	INSTALL NEW PARTITION WALLS
39	REMOVE EXISTING DOORS	REMOVE EXISTING DOORS
40	INSTALL NEW DOORS	INSTALL NEW DOORS

PL. CALL	DESCRIPTION
41	REMOVE EXISTING PARTITION WALLS
42	INSTALL NEW PARTITION WALLS
43	REMOVE EXISTING DOORS
44	INSTALL NEW DOORS

PERMIT SET
RENOVATION FLOOR PLAN
 SIX TEN CORPORATION
PENNONI OFFICE RENOVATION
 ARCHITECT: BRYAN L. KARSKY
 DATE: 04.18.2018
 PROJECT NUMBER: A301
 DRAWING NUMBER: 40
 SCALE: 1/8" = 1'-0"

EXHIBIT "B"

Building and Real Property

Tax Parcel: 26-28-29-620000-004010

OVERSTREETS SUB PB 12 PG 8 BLK 4 LOTS 1 THRU 4 & W1/2 OF ALLEY E OF SAME & 7 THRU 12 & E1/2 OF ALLEY W OF SAME, Polk County, Florida

EXHIBIT "C"

Parking Parcel

Subject to Section 1.05, Tenant and its employees, invitees and vendors may have non-exclusive use of parking spaces on the Property as reflected on the following page, or those owned and monitored by the City of Winter Haven adjacent to the Property. Limited street parking spaces are available on a first come, first served basis and those parking spaces may be or become time-limited spaces. Tenant acknowledges that City parking spaces are subject to the rules and regulations mandated by the City of Winter Haven, and are subject to change, and that on-Property parking spaces are subject to regulation by Landlord, and are subject to change.

North
 Scale: 1"=20'

62 Parking Spaces

Site Plan

EXHIBIT "C"

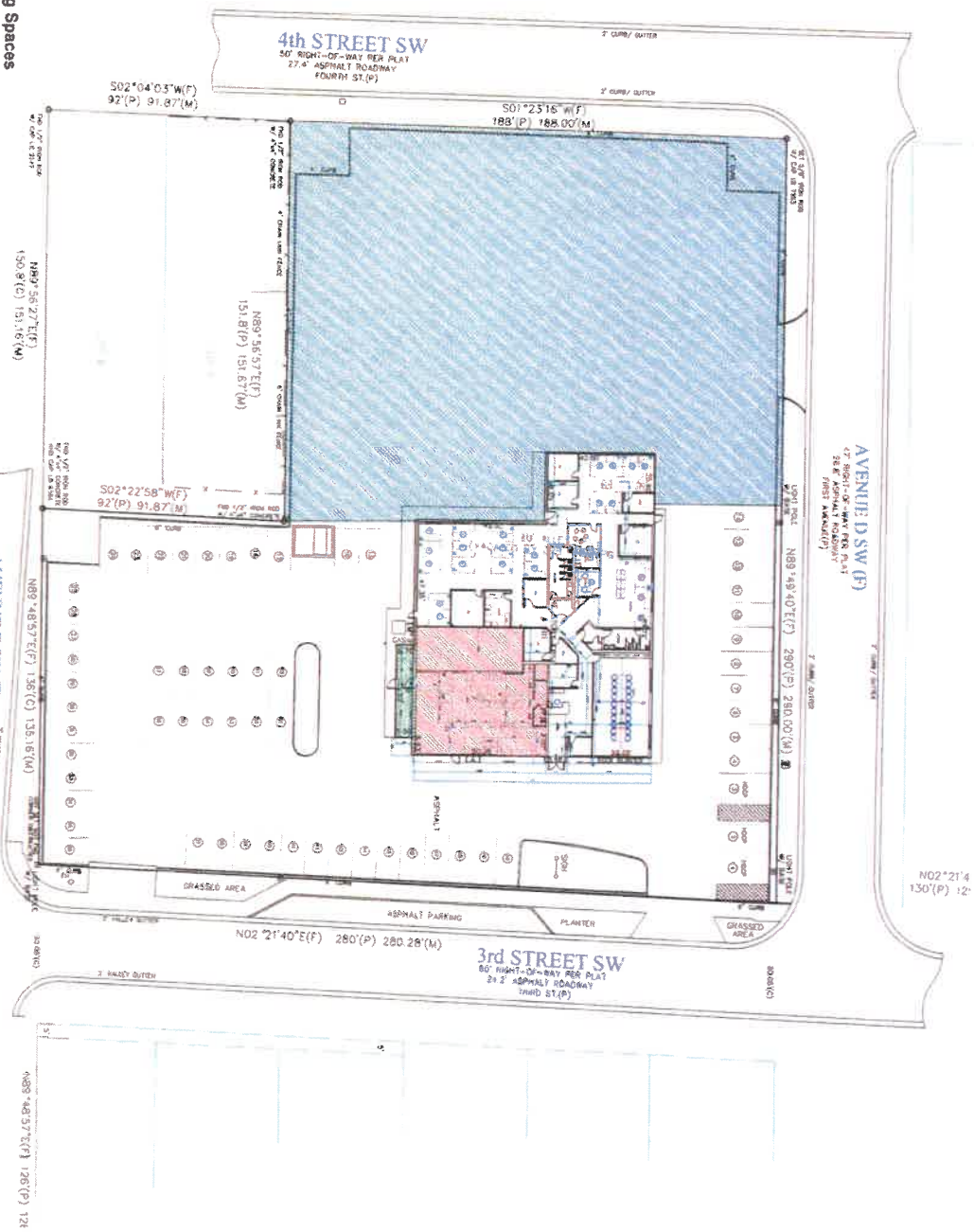


EXHIBIT "D"

Rent Schedule

INITIAL TERM

YEAR	Monthly Base Rent *
1	\$7,826.00
2	\$8,021.65
3	\$8,222.19
4	\$8,427.75
5	\$8,638.44

RENEWAL TERM

If the Tenant has complied with all the terms and provisions of this Lease, and is not in material default in any respect hereunder, this Lease may be renewed for one (1) successive period of five (5) years (such renewal period referred to herein as the "Renewal Term") from the date upon which the term of this Lease would otherwise expire, upon the same terms and conditions as those specified in this Lease, except that the Base Rent per each Renewal Term shall be increased to the amount indicated below; provided, however, that Tenant must provide written notice to the Landlord, not less than 180 days before the expiration of the Base Term, that it intends to renew this Lease for the Renewal Term, otherwise, this Lease shall terminate at the end of the Base Term.

RENEWAL TERM

YEAR	Monthly Base Rent *
6	\$9,070.36
7	\$9,297.12
8	\$9,529.55
9	\$9,767.79
10	\$10,011.98

** This amount excludes applicable sales tax and Building Operating Expenses. Building Operating Expenses are reconciled annually and Tenant will be billed based on current expenses.*

EXHIBIT "E"

Building Regulations

1. CONDUCT

Tenant shall not conduct its practice or business, or advertise such business, profession or activities of Tenant conducted in the Premises in a manner which violates local, state or federal laws or regulations.

2. CORRIDORS AND COMMON AREAS

Tenant shall not obstruct or use the sidewalks, entrance, passages, courts, corridors, or vestibules for storage, or for any purpose other than ingress and egress. No displays, signs, advertisements, decorating, notices, or other lettering shall be placed or displayed on the outside of Building or in any corridors, waiting rooms or Building common areas.

3. NUISANCES

Tenant shall not make or permit any noise, odor or act that is objectionable to other occupants of the Building to emanate from the Premises, and shall not create or maintain a nuisance thereon. Tenant shall insure that use by its employees and customers of the common area restrooms is responsible and hygienic.

4. RADIOS, STEREOs AND TELEVISIONS

Tenant shall not install or operate any paging device, phonograph, stereo, musical instrument, radio receiver, television, or similar device in the Building in such manner as to disturb or annoy any other tenants of the Building or the neighborhood. Tenant shall not install any antennae, aerial wires or other equipment outside the Building without the prior written approval of Landlord.

5. VENDING MACHINES AND SOLICITATIONS

Tenant shall not place nor allow to be placed any vending machines outside of Premises and shall not permit any solicitation, canvassing, distribution of handbills, display of products, goods or wares outside of Premises.

6. LOCKS AND ACCESS CONTROLS

No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Tenant must upon the termination of its tenancy restore to Landlord all keys or access cards to the Premises and Building either furnished to or otherwise procured by Tenant. In the event of loss of any keys or access cards for Premises or Building, Tenant shall pay to Landlord the cost of replacement in the amount of \$50.00 per card, per instance thereof. In event acts or failure to act by or of Tenant or Tenant's staff indicate a need to change locks in Premises or Building, Tenant shall pay to Landlord the cost thereof.

7. OBSTRUCTING LIGHT, DAMAGE

The sash door, sashes window glass doors, lights and skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. The toilets and urinals shall not be used for any purpose other than those for which they were intended and constructed. Any damage for misuse of fixtures shall be borne by Tenant.

8. WIRING

Tenant shall not introduce or connect wires, cut any wires, or bore holes without the prior written consent of Landlord. The location of the telephone, call boxes, security equipment, etc. shall be subject to the written approval of Landlord. Tenant shall not use extension cords in the Building. Tenant may only use UL-approved power strips. ***The use of space heaters is prohibited.***

NO CANDLES are permitted in the building. Only flameless, battery-operated candles are permitted.

9. EQUIPMENT, MOVING, FURNITURE, ETC.

Landlord shall approve the weight, size and position of all fixtures, equipment and other property brought into the Building, and the times of moving which must be done under the supervision of Landlord. Landlord will not be responsible for any loss of or damage to any such equipment or property from any cause, and all damage done in the Building by moving or maintaining any such property shall be repaired at the expense of Tenant.

10. REQUIREMENTS OF TENANT

The requirements of Tenant will be attended to only upon application at the office of Landlord. Employees shall not perform any work nor do anything outside their regular duties unless under special instructions from Landlord. No employees shall admit any person, Tenant or otherwise, to any other office without instruction from the office of Landlord.

11. HAZARDOUS WASTES

Tenant shall comply with all policies established from time to time by Landlord regarding the storage and disposal of hazardous substances, wastes and materials, and medical, special or infectious wastes.

12. ACCESS TO BUILDING

Tenant shall have access to its leased premises 24 hours per day, 7 days per week, 365 days per year. After-hours access may require the use of passwords and/or access control devices. In the event of any security system false alarms because of after-hours access to Building or Premises by Tenant or Tenant's staff, Tenant shall pay any fines or charges associated with such false alarms

13. VEHICLES, ANIMALS, REFUSE

Tenant shall not allow anything to be placed on the outside window ledges of the Premises or to be thrown out of the windows of the Building. No vehicle (other than bicycles), and no animal (other than well-behaved dogs) shall be brought into the offices, halls, corridors or any other parts of the Building by Tenant or the agents, employees, or invites of Tenant, and Tenant shall not place or permit to be placed any obstruction or refuse in any public part of the Property.

14. EQUIPMENT DEFECTS

Tenant shall give landlord prompt notice of any accidents to or defects in or malfunctioning of the water pipes, gas pipes, electric lights and fixtures, heating apparatus, or any other service equipment.

15. STAFF AND CUSTOMER / VISITOR PARKING

Unless otherwise specified by Landlord, Tenant and its employees may park automobiles only in spaces and parking areas designated by Landlord for such purpose. Parking areas operated by the City of Winter Haven are subject to the Rules and Regulations of the City which are subject to change.

17. CONSERVATION AND SECURITY

Tenant will see that all Premises and Building windows and doors are securely locked when leaving the Building after hours, and that all faucets, electric light switches, and electrical equipment are turned off after hours. Tenant will, to the extent practical, turn off computers, monitors, and communication equipment on weekends and times when this equipment will not be utilized for an extended period, and shall not allow excessive or unusual use of the utilities serving the Premises.

To assist in Tenant's own security, Tenant shall keep its individual offices locked when not on the Premises. Tenant shall not share security and access keys, codes, etc. with anyone not registered with the Property Management office. If Tenant's keys and / or access codes are lost, stolen or otherwise compromised, please contact the Property Management office immediately.

18. SIGNAGE

Tenant shall not place nor allow others to place any sign, notice or advertisement upon the Premises or the Building without Landlord's prior written consent.

19. MAIL

Tenant shall be responsible for all mail and packages delivered to the Premises.

20. LODGING

Tenant shall not allow its employees or invitees to conduct any sleeping, cooking or lodging activities of any kind on the Premises.

21. WEAPONS

Tenant shall not allow any of its employees or invitees to carry or maintain weapons in or about the Building or Premises. This prohibition shall apply to all weapons, including, but limited to firearms, applies regardless of whether the weapon is concealed or that a person is licensed to carry such weapon. The policy does not extend to weapons lawfully located in a motor vehicle in compliance with Section 790.251, Florida Statutes, but it does prohibit a person from taking a weapon from a motor vehicle into the workplace, Premises or Building.

22. NEW RULES AND REGULATIONS:

Landlord may amend or add new, reasonable regulations from time to time.

EXHIBIT "F"

Landlord's Work

1. Work by Landlord

Landlord, at its sole cost and expense, shall perform the following improvements in and around the Premises, generally in accordance with those drawings, respectively E300 and E301 dated 3/30/2018 and A310 dated 4/18/2018 prepared by C&K Architects/Interiors, Inc. Said improvements shall include the following:

Interior Demolition

- Demo existing ceiling grid and tile, walls, and bars/cabinetry per drawings
- Demo all flooring, walls, fixtures, ceiling, and walk in coolers at kitchen
- Remove existing carpet at Surveyor's Area
- Saw cut and trench out floor at Board Room for floor mounted receptacles

Exterior Demolition

- Remove vinyl siding
- Remove mansard around top of building
- Remove masonry tower feature
- Remove block for new windows

Exterior Work

- Form, prep and pour concrete ramps at north and south entry doors
- Provide and install new masonry feature wall
- Install reinforcement and headers at new and existing window openings
- Install EFIS bands and columns using rendering as a guide
- Install Stucco system including revels using rendering as a guide
- Install metal awnings on front (east) of building using rendering as a guide
- Frame new front entry, set trusses and install decking
- Install hard lap siding on East wall as shown
- Frame columns on sides of main entry

Carpentry, Framing, and Drywall

- Install new framing, insulation and drywall
- Frame fire wall to separate spaces
- Finish and texture drywall as required (orange peel texture)
- Install 6" wood base trim on all walls
- Install 4" wood trim around all windows
- Install framed soffits around conference room ceilings

Cabinetry and Millwork

- Base and upper cabinets in breakroom, vanity tops in restrooms, receptionist desk with raised counter
- All cabinets and countertops to be plywood construction covered with standard laminate selections

Doors and Hardware

- Furnish and install (12) solid core interior pre-hung wood doors with a full glass insert
- Furnish and install (5) solid core interior pre-hung wood doors
- Furnish and install new lockset and hinges on interior doors
- Furnish and install (2) 3'-0 x 7'-0 exterior hollow metal door frames, metal doors, hinges, locksets and closers
- Furnish and install 'barn door slider' on break room door

Glass and Glazing

- Replace (8) existing windows with Low E insulated storefront system on north and west walls
- Install (1) 9' x 9' storefront window in east wall (conference room)
- Install (1) set of 6'-0 x 7'-0 storefront doors with transoms
- Install (3) 3' x 4' storefront windows on the back of the building
- Install (2) side light glass units beside conference room doors

Finishes

- Expose double-T's in lobby area 109
- Prep, prime, and paint all walls, trim, doors and base
- Apply (2) coats DTM to all exterior metal doors
- Furnish and install new 2' x 2' reveal edge white acoustical ceiling grid and tile
- Furnish and install new 2' x 2' reveal edge with narrow ceiling grind in conference room
- Furnish and install carpet tile (style PDQ1 or equal) and 7"x 48" 28 mil commercial vinyl plank throughout building (see attached plan)
- Furnish and install laminated partitions in restrooms as shown

Partitioned wall

\$15,000.00 Allowance to Provide and install an Encore individual panel partition system and track support as required

Plumbing

- Install (1) breakroom sink, (1) mop sink, (1) Water heater and (1) hi/lo water cooler
- Install new water/sewer lines and fixtures for new restrooms as shown
- Install water line and drain for Ice Machine in survey storage

HVAC

- Modify existing grilles and diffusers per new floor plan
- Add return transfer grilles and ducts for the enclosed offices and rooms

Electrical

- Safe off existing electrical system for demo
- Provide and install temporary power for construction
- Demo existing service in electrical room
- Provide and install 125A/ 3 phase meter base for House
- Provide and install conduit and wire from relocated utility transformer to new House 125A/ 3 phase service meter
- Provide and install conduit and wire from relocated utility transformer for future 300A/ 3 phase service
- Provide and install CT cabinet and CT meter
- Provide and install conduit and wire from relocated utility transformer to new 600A/ 3 phase service
- Provide NEC grounding of new services
- Provide and install 600A/Main Breaker/ 65kAic/ 3 phase/ 84 circuit panel, with breakers to accommodate required circuits
- Provide and install surge protection device for new 600A panel
- Provide and install the following lighting:
 - (68) LED 2' x 2' lay-in fixtures
 - (20) LED 2' x 4' lay-in fixtures
 - (19) LED corridor recessed can lights
 - (19) Conference Room LED recessed can lights
 - (1) LED Janitors Closet recessed can light
 - (6) LED Entry surface LED cylinder lights
 - (1) Electrical Room LED fixture
 - (5) Combination exit/ emergency lights
 - (11) Emergency lights
- Provide and install standard light switching for all fixtures except (2) Rest Rooms, Conference Rooms, Copy Room and Break Room (these rooms will receive occupancy sensors)

- Provide and install the following receptacles:
 - (4) Per office receptacles
 - (7) General purpose receptacles
 - (6) Conference Room receptacles
 - (2) Floor boxes for Conference Room tables (includes voice & data sleeve for each)
 - (3) Small Conference Room receptacles
 - (4) Break Room dedicated receptacles
 - (8) Survey Room 4-plex receptacles 48" on south and west walls
 - Ice Machine dedicated circuit
- Provide and install electrical feeds for (7) cubicle arrangements, allowing a maximum of (3) work stations per/ circuit (cubicles to be prewired for all receptacles (configuration & assembly by others))
- Provide and install power for Receptionist Desk
- Reroute (8) existing CU's to new panel
- Reroute (1) existing CU GFCI receptacles to new panel
- Provide electrical for (1) HWH (to be in the Janitors Closet)
- Provide and install voice/ data stubs as indicated below:
 - (2) Per Office
 - (1) Board Room TV
 - (2) Board Room conference table floor boxes
 - (2) Small Conference Rooms
 - (7) Cubicle Arrangements
 - (1) Receptionist

Landlord shall substantially complete the above-described work ("Landlord's Work") (meaning that a temporary certificate of occupancy which will allow Tenant to move in to the Premises) on or before July 27, 2018, subject to unavoidable delays pursuant to Section 11.10 of the Lease, or by the action or inaction of Tenant. If the Landlord's Work is not substantially completed on or before such date, then this Lease, as amended, shall not be affected thereby, and Tenant shall not have any claim against Landlord, and Landlord shall have no liability to Tenant, except as expressly set forth below. In such event, Tenant hereby waives any rights to rescind this Lease which Tenant otherwise might have pursuant to any law now or hereafter in force, or pursuant to this Lease. Notwithstanding the foregoing, if Landlord's Work is not substantially completed in accordance with this **Exhibit "F"** on or before August 15, 2018, Tenant shall have the right to seek actual, direct damages that it may incur as a result of such non-completion. The Lease Commencement Date and Rent Commencement Date shall occur no earlier than the date on which the Landlord's Work is substantially completed.

2. Work by Tenant

Tenant shall be responsible for the following items and shall these items directly:

- A. Office furnishings and equipment (including but not limited to: office furniture, desks, tables, file cabinets, window treatments, additional cabinetry, break-room appliances, occasional seating and any office-related items).

- B. Installation by data carrier.
- C. All data / telecommunications wiring inside the Premises including material, pulling of wire, terminations and associated components.
- D. Signage
- E. All additional work required with respect to Charlie Schiller's design and installations in lobby area 109
- F. All other work and improvements desired by Tenant not expressly described above as Work by Landlord.

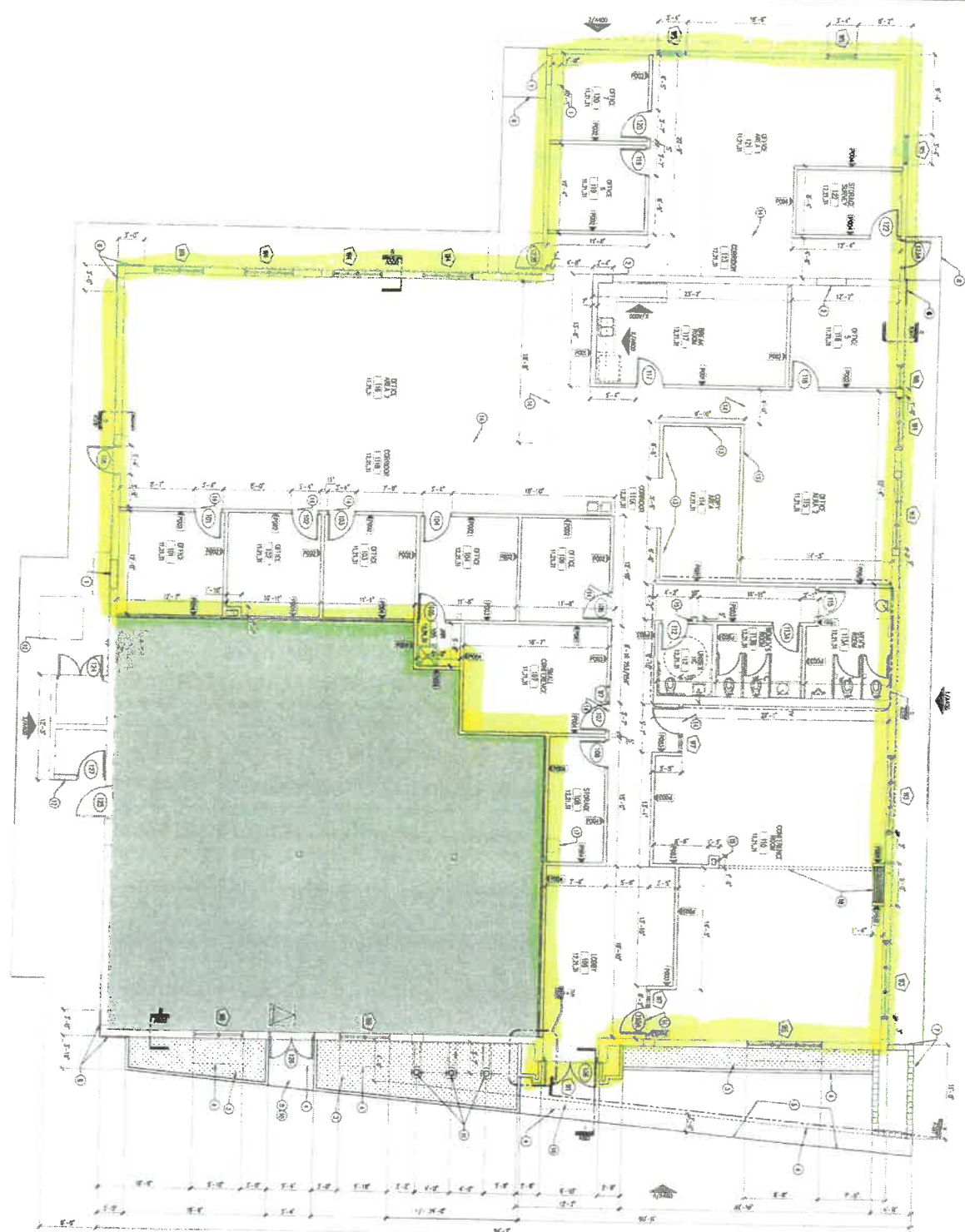
EXHIBIT "A"

Premises

See Attached

(Premises outline in yellow. Sketch is not to scale and is used for illustrative purposes only).

RENOVATION FLOOR PLAN
 DATE: 04.18.2018



GENERAL NOTES

1. REFER TO ALL DIMENSIONS FROM TO CORNER.
2. CONCRETE SHALL BE 4000 PSI. ALL EXISTING WALLS TO BE REMOVED SHALL BE RECONSTRUCTED WITH 4" MINIMUM THICKNESS. ALL EXISTING WALLS TO BE RECONSTRUCTED SHALL BE RECONSTRUCTED WITH 4" MINIMUM THICKNESS. ALL EXISTING WALLS TO BE RECONSTRUCTED SHALL BE RECONSTRUCTED WITH 4" MINIMUM THICKNESS.
3. CONCRETE SHALL BE RECONSTRUCTED FOR CONFORMANCE WITH ALL APPLICABLE CODES. ALL EXISTING WALLS TO BE RECONSTRUCTED SHALL BE RECONSTRUCTED WITH 4" MINIMUM THICKNESS. ALL EXISTING WALLS TO BE RECONSTRUCTED SHALL BE RECONSTRUCTED WITH 4" MINIMUM THICKNESS.
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KEYNOTES

1. ALL EXISTING WALLS TO BE REMOVED SHALL BE RECONSTRUCTED WITH 4" MINIMUM THICKNESS. ALL EXISTING WALLS TO BE RECONSTRUCTED SHALL BE RECONSTRUCTED WITH 4" MINIMUM THICKNESS.
2. CONCRETE SHALL BE RECONSTRUCTED FOR CONFORMANCE WITH ALL APPLICABLE CODES. ALL EXISTING WALLS TO BE RECONSTRUCTED SHALL BE RECONSTRUCTED WITH 4" MINIMUM THICKNESS. ALL EXISTING WALLS TO BE RECONSTRUCTED SHALL BE RECONSTRUCTED WITH 4" MINIMUM THICKNESS.
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FINISH SCHEDULE

NO.	DESCRIPTION	FINISH
1	CONCRETE	4000 PSI
2	CONCRETE	4000 PSI
3	CONCRETE	4000 PSI
4	CONCRETE	4000 PSI
5	CONCRETE	4000 PSI
6	CONCRETE	4000 PSI
7	CONCRETE	4000 PSI
8	CONCRETE	4000 PSI
9	CONCRETE	4000 PSI
10	CONCRETE	4000 PSI
11	CONCRETE	4000 PSI
12	CONCRETE	4000 PSI
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34	CONCRETE	4000 PSI
35	CONCRETE	4000 PSI
36	CONCRETE	4000 PSI
37	CONCRETE	4000 PSI
38	CONCRETE	4000 PSI
39	CONCRETE	4000 PSI
40	CONCRETE	4000 PSI

<p>PERMIT SET</p> <p>RENOVATION FLOOR PLAN</p> <p>SKY TEN CORPORATION</p> <p>PENNONI OFFICE RENOVATION</p> <p>400 SOUTH 10TH STREET, PHOENIX, AZ 85004</p> <p>DATE: 04.18.2018</p> <p>PROJECT NO: 16077</p> <p>SCALE: AS SHOWN</p> <p>A301</p>	<p>BRYAN L. KAPSBY</p> <p>AR 13048</p>	
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EXHIBIT "B"

Building and Real Property

Tax Parcel: 26-28-29-620000-004010

OVERSTREETS SUB PB 12 PG 8 BLK 4 LOTS 1 THRU 4 & W1/2 OF ALLEY E OF SAME & 7 THRU 12 & E1/2 OF ALLEY W OF SAME, Polk County, Florida

EXHIBIT "C"

Parking Parcel

Subject to Section 1.05, Tenant and its employees, invitees and vendors may have non-exclusive use of parking spaces on the Property as reflected on the following page, or those owned and monitored by the City of Winter Haven adjacent to the Property. Limited street parking spaces are available on a first come, first served basis and those parking spaces may be or become time-limited spaces. Tenant acknowledges that City parking spaces are subject to the rules and regulations mandated by the City of Winter Haven, and are subject to change, and that on-Property parking spaces are subject to regulation by Landlord, and are subject to change.

Site Plan
Scale: 1"=20'

EXHIBIT "C"

62 Parking Spaces

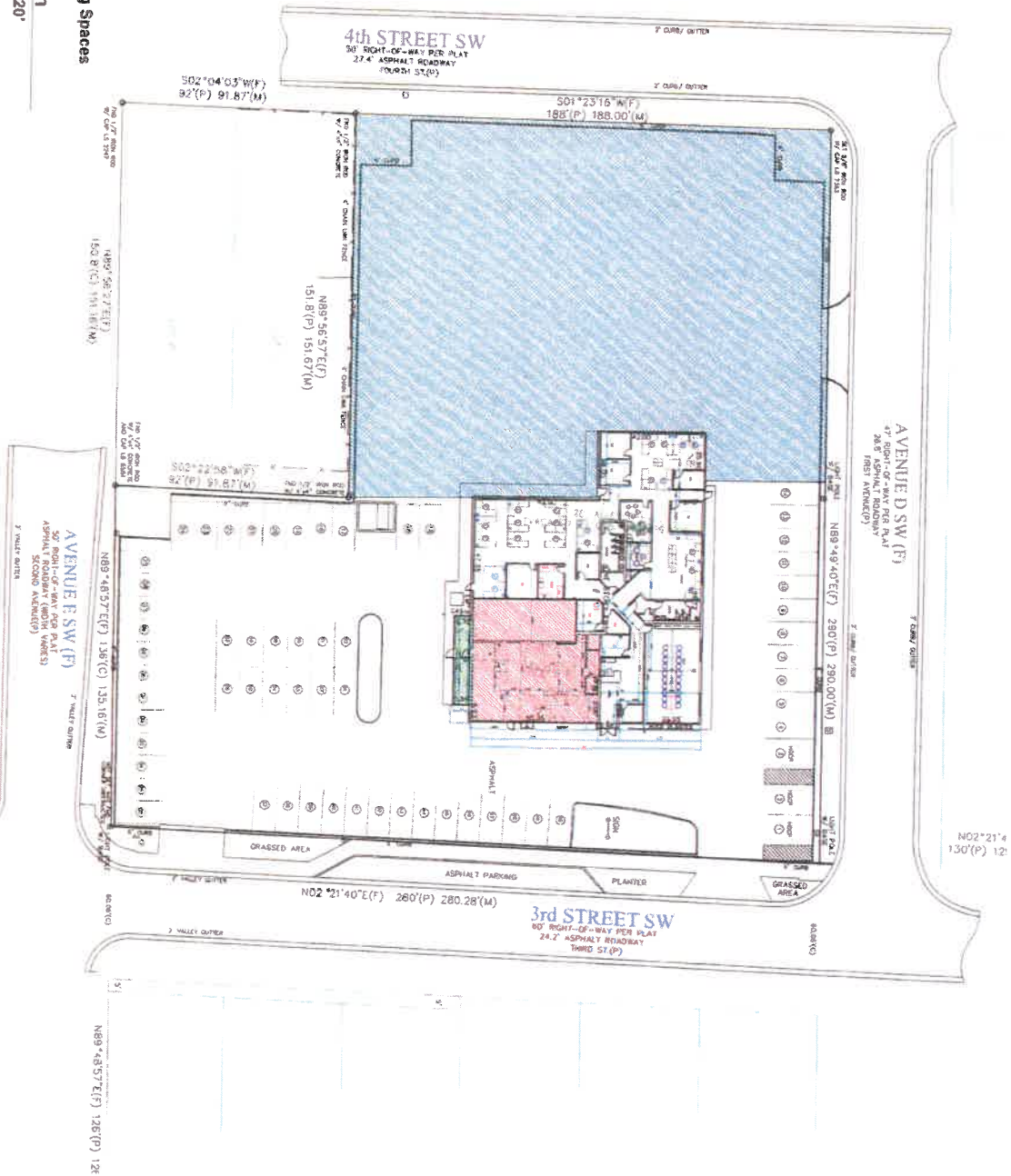


EXHIBIT "D"

Rent Schedule

INITIAL TERM

YEAR	Monthly Base Rent *
1	\$7,826.00
2	\$8,021.65
3	\$8,222.19
4	\$8,427.75
5	\$8,638.44

RENEWAL TERM

If the Tenant has complied with all the terms and provisions of this Lease, and is not in material default in any respect hereunder, this Lease may be renewed for one (1) successive period of five (5) years (such renewal period referred to herein as the "Renewal Term") from the date upon which the term of this Lease would otherwise expire, upon the same terms and conditions as those specified in this Lease, except that the Base Rent per each Renewal Term shall be increased to the amount indicated below; provided, however, that Tenant must provide written notice to the Landlord, not less than 180 days before the expiration of the Base Term, that it intends to renew this Lease for the Renewal Term, otherwise, this Lease shall terminate at the end of the Base Term.

RENEWAL TERM

YEAR	Monthly Base Rent *
6	\$9,070.36
7	\$9,297.12
8	\$9,529.55
9	\$9,767.79
10	\$10,011.98

** This amount excludes applicable sales tax and Building Operating Expenses. Building Operating Expenses are reconciled annually and Tenant will be billed based on current expenses.*

EXHIBIT "E"

Building Regulations

1. CONDUCT

Tenant shall not conduct its practice or business, or advertise such business, profession or activities of Tenant conducted in the Premises in a manner which violates local, state or federal laws or regulations.

2. CORRIDORS AND COMMON AREAS

Tenant shall not obstruct or use the sidewalks, entrance, passages, courts, corridors, or vestibules for storage, or for any purpose other than ingress and egress. No displays, signs, advertisements, decorating, notices, or other lettering shall be placed or displayed on the outside of Building or in any corridors, waiting rooms or Building common areas.

3. NUISANCES

Tenant shall not make or permit any noise, odor or act that is objectionable to other occupants of the Building to emanate from the Premises, and shall not create or maintain a nuisance thereon. Tenant shall insure that use by its employees and customers of the common area restrooms is responsible and hygienic.

4. RADIOS, STEREO AND TELEVISIONS

Tenant shall not install or operate any paging device, phonograph, stereo, musical instrument, radio receiver, television, or similar device in the Building in such manner as to disturb or annoy any other tenants of the Building or the neighborhood. Tenant shall not install any antennae, aerial wires or other equipment outside the Building without the prior written approval of Landlord.

5. VENDING MACHINES AND SOLICITATIONS

Tenant shall not place nor allow to be placed any vending machines outside of Premises and shall not permit any solicitation, canvassing, distribution of handbills, display of products, goods or wares outside of Premises.

6. LOCKS AND ACCESS CONTROLS

No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof. Tenant must upon the termination of its tenancy restore to Landlord all keys or access cards to the Premises and Building either furnished to or otherwise procured by Tenant. In the event of loss of any keys or access cards for Premises or Building, Tenant shall pay to Landlord the cost of replacement in the amount of \$50.00 per card, per instance thereof. In event acts or failure to act by or of Tenant or Tenant's staff indicate a need to change locks in Premises or Building, Tenant shall pay to Landlord the cost thereof.

7. OBSTRUCTING LIGHT, DAMAGE

The sash door, sashes window glass doors, lights and skylights that reflect or admit light into the halls or other places of the Building shall not be covered or obstructed. The toilets and urinals shall not be used for any purpose other than those for which they were intended and constructed. Any damage for misuse of fixtures shall be borne by Tenant.

8. WIRING

Tenant shall not introduce or connect wires, cut any wires, or bore holes without the prior written consent of Landlord. The location of the telephone, call boxes, security equipment, etc. shall be subject to the written approval of Landlord. Tenant shall not use extension cords in the Building. Tenant may only use UL-approved power strips. ***The use of space heaters is prohibited.***

NO CANDLES are permitted in the building. Only flameless, battery-operated candles are permitted.

9. EQUIPMENT, MOVING, FURNITURE, ETC.

Landlord shall approve the weight, size and position of all fixtures, equipment and other property brought into the Building, and the times of moving which must be done under the supervision of Landlord. Landlord will not be responsible for any loss of or damage to any such equipment or property from any cause, and all damage done in the Building by moving or maintaining any such property shall be repaired at the expense of Tenant.

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Landlord may amend or add new, reasonable regulations from time to time.

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- Remove existing carpet at Surveyor's Area
- Saw cut and trench out floor at Board Room for floor mounted receptacles

Exterior Demolition

- Remove vinyl siding
- Remove mansard around top of building
- Remove masonry tower feature
- Remove block for new windows

Exterior Work

- Form, prep and pour concrete ramps at north and south entry doors
- Provide and install new masonry feature wall
- Install reinforcement and headers at new and existing window openings
- Install EFIS bands and columns using rendering as a guide
- Install Stucco system including reveals using rendering as a guide
- Install metal awnings on front (east) of building using rendering as a guide
- Frame new front entry, set trusses and install decking
- Install hard lap siding on East wall as shown
- Frame columns on sides of main entry

Carpentry, Framing, and Drywall

- Install new framing, insulation and drywall
- Frame fire wall to separate spaces
- Finish and texture drywall as required (orange peel texture)
- Install 6" wood base trim on all walls
- Install 4" wood trim around all windows
- Install framed soffits around conference room ceilings

Cabinetry and Millwork

- Base and upper cabinets in breakroom, vanity tops in restrooms, receptionist desk with raised counter
- All cabinets and countertops to be plywood construction covered with standard laminate selections

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- Furnish and install new lockset and hinges on interior doors
- Furnish and install (2) 3'-0 x 7'-0 exterior hollow metal door frames, metal doors, hinges, locksets and closers
- Furnish and install 'barn door slider' on break room door

Glass and Glazing

- Replace (8) existing windows with Low E insulated storefront system on north and west walls
- Install (1) 9' x 9' storefront window in east wall (conference room)
- Install (1) set of 6'-0 x 7'-0 storefront doors with transoms
- Install (3) 3' x 4' storefront windows on the back of the building
- Install (2) side light glass units beside conference room doors

Finishes

- Expose double-T's in lobby area 109
- Prep, prime, and paint all walls, trim, doors and base
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Partitioned wall

\$15,000.00 Allowance to Provide and install an Encore individual panel partition system and track support as required

Plumbing

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- Install new water/sewer lines and fixtures for new restrooms as shown
- Install water line and drain for Ice Machine in survey storage

HVAC

- Modify existing grilles and diffusers per new floor plan
- Add return transfer grilles and ducts for the enclosed offices and rooms

Electrical

- Safe off existing electrical system for demo
- Provide and install temporary power for construction
- Demo existing service in electrical room
- Provide and install 125A/ 3 phase meter base for House
- Provide and install conduit and wire from relocated utility transformer to new House 125A/ 3 phase service meter
- Provide and install conduit and wire from relocated utility transformer for future 300A/ 3 phase service
- Provide and install CT cabinet and CT meter
- Provide and install conduit and wire from relocated utility transformer to new 600A/ 3 phase service
- Provide NEC grounding of new services
- Provide and install 600A/Main Breaker/ 65kAic/ 3 phase/ 84 circuit panel, with breakers to accommodate required circuits
- Provide and install surge protection device for new 600A panel
- Provide and install the following lighting:
 - (68) LED 2' x 2' lay-in fixtures
 - (20) LED 2' x 4' lay-in fixtures
 - (19) LED corridor recessed can lights
 - (19) Conference Room LED recessed can lights
 - (1) LED Janitors Closet recessed can light
 - (6) LED Entry surface LED cylinder lights
 - (1) Electrical Room LED fixture
 - (5) Combination exit/ emergency lights
 - (11) Emergency lights
- Provide and install standard light switching for all fixtures except (2) Rest Rooms, Conference Rooms, Copy Room and Break Room (these rooms will receive occupancy sensors)

- Provide and install the following receptacles:
 - (4) Per office receptacles
 - (7) General purpose receptacles
 - (6) Conference Room receptacles
 - (2) Floor boxes for Conference Room tables (includes voice & data sleeve for each)
 - (3) Small Conference Room receptacles
 - (4) Break Room dedicated receptacles
 - (8) Survey Room 4-plex receptacles 48" on south and west walls
 - Ice Machine dedicated circuit
- Provide and install electrical feeds for (7) cubicle arrangements, allowing a maximum of (3) work stations per/ circuit (cubicles to be prewired for all receptacles (configuration & assembly by others))
- Provide and install power for Receptionist Desk
- Reroute (8) existing CU's to new panel
- Reroute (1) existing CU GFCI receptacles to new panel
- Provide electrical for (1) HWH (to be in the Janitors Closet)
- Provide and install voice/ data stubs as indicated below:
 - (2) Per Office
 - (1) Board Room TV
 - (2) Board Room conference table floor boxes
 - (2) Small Conference Rooms
 - (7) Cubicle Arrangements
 - (1) Receptionist

Landlord shall substantially complete the above-described work ("Landlord's Work") (meaning that a temporary certificate of occupancy which will allow Tenant to move in to the Premises) on or before July 27, 2018, subject to unavoidable delays pursuant to Section 11.10 of the Lease, or by the action or inaction of Tenant. If the Landlord's Work is not substantially completed on or before such date, then this Lease, as amended, shall not be affected thereby, and Tenant shall not have any claim against Landlord, and Landlord shall have no liability to Tenant, except as expressly set forth below. In such event, Tenant hereby waives any rights to rescind this Lease which Tenant otherwise might have pursuant to any law now or hereafter in force, or pursuant to this Lease. Notwithstanding the foregoing, if Landlord's Work is not substantially completed in accordance with this **Exhibit "F"** on or before August 15, 2018, Tenant shall have the right to seek actual, direct damages that it may incur as a result of such non-completion. The Lease Commencement Date and Rent Commencement Date shall occur no earlier than the date on which the Landlord's Work is substantially completed.

2. Work by Tenant

Tenant shall be responsible for the following items and shall these items directly:

- A. Office furnishings and equipment (including but not limited to: office furniture, desks, tables, file cabinets, window treatments, additional cabinetry, break-room appliances, occasional seating and any office-related items).

- B. Installation by data carrier.
- C. All data / telecommunications wiring inside the Premises including material, pulling of wire, terminations and associated components.
- D. Signage
- E. All additional work required with respect to Charlie Schiller's design and installations in lobby area 109
- F. All other work and improvements desired by Tenant not expressly described above as Work by Landlord.

Is the Firm a Certified Woman or Minority Business Enterprise?

Pennoni is not certified MBE or WBE; however, Pennoni continues to take the necessary and reasonable steps to ensure participation of suppliers and/or subconsultants with diverse workforces. Founded in Philadelphia in 1966, Pennoni is committed to fostering an environment in which all businesses are free to participate in business opportunities without the impediments of discrimination and participate in all contracts on an equitable basis. In support of this ongoing effort, Pennoni often teams with Disadvantaged Business Enterprises (DBEs) to make a percentage of the work available to DBE subcontractors and suppliers and to select those aspects of the work or material consistent with the available DBE subconsultants and suppliers to facilitate DBE participation.

The following subconsultants are certified woman or minority owned business enterprises: Ambient Technologies, Inc (Certificate number FL03223) and Madrid Engineering Group, Inc (Certificate number FL03698). Their applicable certificates are included below.

Florida UCF DBE Directory

Number of Records Returned: 1
 Selection Criteria:
 Vendor: MADRID ENGINEERING GROUP INC DBA MADRID CPWG

Vendor Name: MADRID ENGINEERING GROUP INC DBA MADRID CPWG
DBE Certification: CERTIFIED **WBE Certification:**
DBA: **Former Name:**
Business Description: GEOTECHNICAL ENGINEERING, DRILLING, OCEANO MATERIALS TESTING SERVICES
Mailing Address: 3318 N HIGHLAND AVE
 TAMPA, FL 33603
Contact Name: SHEILIA TARTE **Phone:** (813) 302-0450 **Fax:**
Email: SHEILIA.TARTE@MADRIDCPWG.COM
Statewide Availability: Y **ADBE Status:** N

Certified NAICS
 54161: Administrative Management and General Management Consulting Services

Vendor Directory

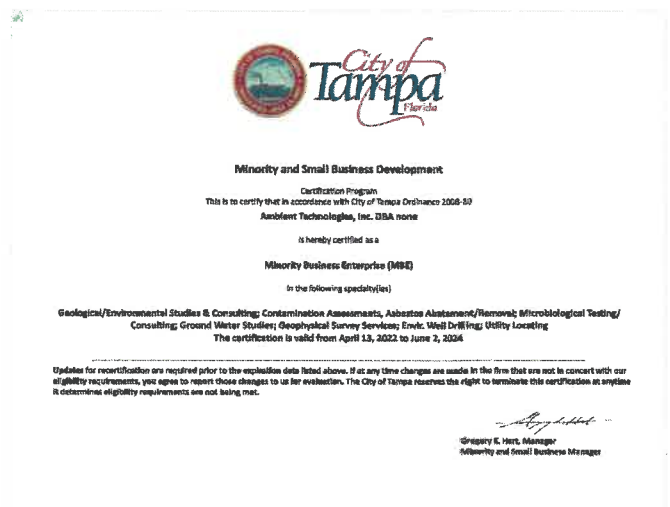
Search

Results

1 SEARCHED ORGANIZATION LIST

Showing 1 to 1 results Page 1 of 1

POLK
 Polk County, Florida



Interactions with County and Regulatory Agency Staff

Ability to Work with County Staff

Pennoni has worked with County staff on permitting numerous past and current projects. As such, we are familiar with current staff and are knowledgeable of expectations concerning project deliverables, project permitting, invoicing procedures, project bidding procedures, and construction management. We are also well-versed with the requirements of Polk County Utilities as it pertains to designing, permitting, constructing, and otherwise successfully assisting the design of County projects. This familiarity with County staff and Code would allow us to “hit the ground running” with no ramp up time to learn County procedures.

Interaction with Regulatory Agencies

In many cases, obtaining permits from regulatory agencies in a timely manner is the greatest challenge with utility and other municipal infrastructure projects. Practicing in central Florida for many years, Pennoni has developed life-long working relationships and professional respect and confidence with many regulatory agency staff members (including FDEP, SWFWMD, FDOT, Health Department of Polk County, and others) that grant permits for our client’s projects. The broad technical expertise of our staff across multiple engineering and scientific disciplines will allow us to assist the County with all types of regulatory agency interaction. In order to communicate with the staffs of the various permitting agencies about our project objectives before spending significant time in the design phase, we make a practice of involving the regulatory agencies in the earliest phases of our projects. Getting them involved up front in pre-application meetings gives us a good understanding of their current views on different issues and brings them into the project as a cooperative stakeholder. This saves our clients time and money. We have been able to negotiate on numerous occasions with federal, state, and local agencies to reach compromises and accommodations that result in the best possible situation for all parties involved. It is this kind of professional service that we will provide to you on every project we conduct for you.

Permitting Experience

We have worked in central Florida for more than 48 years and have permitted hundreds of projects with the FDEP, FDOT, Health Department of Polk County, and SWFWMD. We are extremely successful in obtaining permits for our clients. Part of Pennoni’s success with permitting is due to our long history of local service, continual interaction with agency staff, and keeping up with continuous rulemaking efforts. This enables our staff to get it right on the first submittal, as we are typically in line with the latest agency policies. One example of this is our proven success with water consumptive use permitting. We have seen the rules and submittal requirements evolve from a very simple process to an extremely complicated one requiring extremely sophisticated modeling and environmental analyses. Our knowledge of water use permitting requirements and our ability to concisely and clearly provide SWFWMD staff with the information they need allowed us to help one of our clients receive one of the first 20-year Water Use Permits issued by SWFWMD. Sometimes it is necessary to obtain permits quicker than normal due to extraordinary circumstances and/or grant application deadlines. An example of Pennoni’s ability to handle increased workload and quickly obtain regulatory permits is highlighted by when we were able to simultaneously survey, design, obtain easements, and permit nearly 12 miles of water lines and two ground storage tanks within a two-month window to achieve “shovel ready” status to obtain Federal ARRA stimulus grant funding for several local municipalities. Although this was the beginning of the ARRA stimulus funding program, Pennoni quickly learned the program requirements, developed project documentation for our clients, and completed survey and design efforts work within 60 days.

The following is a summary of Pennoni’s regulatory permitting experience in the Central Florida area:

Agency Interaction Expertise

Agency	Permit/Experience Type	No. of Permits
FDEP	WWTF Construction	24
	Wastewater Collection System	300+
	WWTF Permit Renewal	24
	Water Production Facility	22
SWFWMD	Water Use Permit	21
	ERP	200+
Department of Health Polk Co.	Water Production Facility (Polk Co.)	15
	Water Main	250+
FDOT	Utility R/W Permit	50+
Polk County	Polk County Utilities	350+
	Projects Completed Utility R/W Permit	50+
	Driveway Permit	30+



Survey Projects and Average Scores

Lake Hamilton WUP Renewal and Groundwater Modeling 2023 – 9.4

Dade WASD Energy Audits – 10

Davenport WWTF Phase 1 – 10

Davenport School Sewer – 9.6

Mulberry Sewer I&I – 9.9

Mulberry WWTF Permit Renewal – 10

Bowling Green Nano WTP – 10

Pinellas Park Master Plan – 10

National Park Water and Wastewater Assessments – Various Parks – 10

Survey Questionnaire – Polk County

RFP 23-448, Utilities Design Services & Regulatory Services

To: Michael Teague (Name of Person completing survey)
Town of Lake Hamilton (Name of Client Company/Contractor)
 Phone Number: Town of Lake Hamilton Email: teaguem@townoflakehamilton.com

Subject: Past Performance Survey of Similar work:

Project name: Water Use Permit Renewal and Groundwater Modeling

Name of Vendor being surveyed: Pennoni

Cost of Services: Original Cost: \$84,500 Ending Cost: \$158,600

Contract Start Date: January 2021 Contract End Date: August 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)	9
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	N/A
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	9
8	Ability to follow protocol	(1-10)	9
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)	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 Michael Teague

Signature of Evaluator: 

Please fax or email the completed survey to: selias@pennoni.com

Survey Questionnaire – Polk County

RFP 23-448, Utilities Design Services & Regulatory Services

To: Diego Justiniano (Name of Person completing survey)
Miami-Dade Water and Sewer Dept. (Name of Client Company/Contractor)
 Phone Number: 786-774-3609 Email: Diego.Justiniano@miamidade.gov

Subject: Past Performance Survey of Similar work:

Project name: MDWASD Admin. Buildings Energy Audits

Name of Vendor being surveyed: Pennoni Associates, Inc.

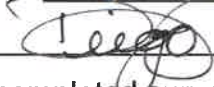
Cost of Services: Original Cost: \$99,857 Ending Cost: \$99,857

Contract Start Date: November, 2022 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 Diego Justiniano

Signature of Evaluator: 

Please fax or email the completed survey to: SElias@Pennoni.com

Survey Questionnaire – Polk County

RFP 22-067, Professional Engineering Services for Water and Wastewater Improvement Projects – Utilities

To: Michael Stripling, Utilities Director (Name of Person completing survey)

City of Davenport (Name of Client Company/Consultant)

Phone Number: (863) 419-3300 Ext. 143 Email: mstripling@mydavenport.org

Subject: Past Performance Survey of Similar work:

Project name: WWTF Upgrade and Sewer Improvements

Name of Consultant being surveyed:

Pennoni Associates Inc.

Cost of Services: Original Cost: \$2,919,050 Ending Cost: \$2,919,050 (estimated)

Contract Start Date: 2020 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 Michael Stripling, Utilities Director

Signature of Evaluator: 

Please fax or email the completed survey to: sellas@pennoni.com

Survey Questionnaire – Polk County

RFP 23-448, Utilities Design Services & Regulatory Services

To: Mike Stripling (Name of Person completing survey)

City of Davenport (Name of Client Company/Contractor)

Phone Number: 863-557-1749 Email: mstripling@mydavenport.org

Subject: Past Performance Survey of Similar work:

Project name: Davenport Elementary School Sewer Expansion

Name of Vendor being surveyed: Pennoni

Cost of Services: Original Cost: \$289,150 (Design + Constr) Ending Cost: \$367,150 (Design + Constr)

Contract Start Date: 3/4/2019 Contract End Date: 3/22/2021

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	10
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)	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 Mike Stripling

Signature of Evaluator: 

Please fax or email the completed survey to: selias@pennoni.com

Survey Questionnaire – Polk County

RFP 23-448, Utilities Design Services & Regulatory Services

To: Mike Stripling (Name of Person completing survey)
City of Davenport (Name of Client Company/Contractor)
 Phone Number: 863-557-1749 Email: mstripling@mydavenport.org

Subject: Past Performance Survey of Similar work:

Project name: Davenport WWTF - Phase 1 Improvements

Name of Vendor being surveyed: Pennoni

Cost of Services: Original Cost: \$889,100 Ending Cost: \$1,018,372

Contract Start Date: 4/5/2019 Contract End Date: 10/2/2022

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 Mike Stripling

Signature of Evaluator: 

Please fax or email the completed survey to: selias@pennoni.com

Survey Questionnaire – Polk County

RFP 23-448, Utilities Design Services & Regulatory Services

To: Rick Johnson, City Manager (Name of Person completing survey)
City of Mulberry (Name of Client Company/Contractor)
 Phone Number: 863-425-1125 Email: RJohnson@Cityofmulberry.com

Subject: Past Performance Survey of Similar work:

Project name: Mulberry WWTF Permit Renewal

Name of Vendor being surveyed: Pennoni

Cost of Services: Original Cost: \$6,500 Ending Cost: \$6,500

Contract Start Date: July 2020 Contract End Date: October 2021

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

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

Printed Name of Evaluator Rick Johnson

Signature of Evaluator: 

Please fax or email the completed survey to: selias@pennoni.com

Survey Questionnaire – Polk County

RFP 23-448, Utilities Design Services & Regulatory Services

To: Sam Fite - Commissioner (Name of Person completing survey)
City of Bowling Green (Name of Client Company/Contractor)
 Phone Number: 863-832-1776 Email: Commissionerfite@gmail.com

Subject: Past Performance Survey of Similar work:

Project name: Bowling Green Nano Filtration WTP Improvements

Name of Vendor being surveyed: Pennoni

Cost of Services: Original Cost: \$409,500 (design + Constr) Ending Cost: \$458,782 (Design + Constr)

Contract Start Date: 8/1/15 Contract End Date: 3/8/21

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

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

Printed Name of Evaluator Sam Fite

Signature of Evaluator: 

Please fax or email the completed survey to: selias@pennoni.com

**Survey Questionnaire – Polk County
RFP 23-448, Utilities Design Services & Regulatory Services**

To: Mr. Ryan Mendrala (Name of Person completing survey)

City of Pinellas Park FL (Name of Client Company/Contractor)

Phone Number: 727.369.5623 Email: rmendrala@pinellas-park.com

Subject: Past Performance Survey of Similar work:

Project name: Potable Water, Wastewater and Reclaimed Water Master Plan

Name of Vendor being surveyed: Pennoni Associates Inc

Cost of Services: Original Cost: \$498,000 Ending Cost: \$498,000

Contract Start Date: July 2021 Contract End Date: September 2023 (Revised)

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: Ryan Mendrala

Signature of Evaluator: 

Please fax or email the completed survey to: tfrederick@pennoni.com

**Survey Questionnaire – Polk County
RFP 23-448, Utilities Design Services & Regulatory Services**

To: Brian Isleib (Name of Person completing survey)

Facility Engineering Associates, PC (Name of Client Company/Contractor)

Phone Number: 303.672.8022 Email: brian.isleib@feapc.com

Subject: Past Performance Survey of Similar work:

Project name: Project Scoping Assessment for Glacier National Park

Name of Vendor being surveyed: Pennoni Associates Inc

Cost of Services: Original Cost: \$18,501 Ending Cost: \$13,787

Contract Start Date: 30JUL2019 Contract End Date: 30AUG2019

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: Brian Isleib

Signature of Evaluator: 

Please fax or email the completed survey to: tfrederick@pennoni.com



401 Third Street SW
Winter Haven, FL 33880
T: 863-324-1112
F: 863-294-6185

www.pennoni.com

Exhibit "B"

PENNONI ASSOCIATES INC

Labor Multiplier Calculation

	<u>2023</u>
Direct Labor	1.000
Payroll Burden/Fringe Benefits	0.273
OH/General/Admin.	<u>1.497</u>
Subtotal	2.770
Profit (@8%)	0.222
Direct Expense Multiplier	<u>0.050</u>
Total Multiplier	3.042



PENNONI ASSOCIATES INC

SCHEDULE OF PROFESSIONAL RATES (2023)

Billing Code	Classification	Range of Direct Labor Rates (Hourly)		Range of Billable Rates (Hourly)	
01	Principal Professional	\$50.00	\$154.45	\$152.10	\$469.84
02	Senior Professional	\$35.29	\$125.00	\$107.35	\$380.25
03	Project Professional I	\$34.86	\$77.75	\$79.82	\$219.39
04	Staff Professional	\$32.99	\$62.50	\$100.36	\$190.13
05	Associate Professional	\$26.24	\$72.12	\$79.82	\$219.39
06	Graduate Professional	\$20.01	\$44.34	\$60.87	\$134.88
07	Technician III	\$24.00	\$66.00	\$73.01	\$200.77
08	Technician II	\$21.50	\$50.59	\$65.40	\$153.89
09	Technician I	\$9.00	\$47.13	\$27.38	\$143.37
10	Technician Supervisor	\$24.96	\$64.48	\$75.93	\$196.15
11	Senior Field Technician	\$23.69	\$70.00	\$72.06	\$212.94
12	Field Technician	\$15.00	\$45.46	\$45.63	\$138.29
13	Survey Crew	\$48.69	\$95.00	\$148.11	\$288.99
14	Laboratory Technician	\$17.60	\$25.00	\$53.54	\$76.05
15	Building Code Official	\$32.96	\$55.00	\$100.53	\$167.31
16	Project Assistant	\$18.00	\$50.00	\$54.76	\$152.10
17	Instrument Person	\$25.00	\$25.00	\$76.05	\$76.05

“Professional” includes all disciplines (Engineer, Landscape Architect, Surveyor, Geologist, etc.)

Add 15% to above Survey Crew rates when OSHA 40-hour training required.
 Technical Support/Expert Testimony Fee provided upon request.

Construction Services

Time incurred for construction phase services will be charged at the rate listed above for the personnel performing the services.



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Pennoni Associates Inc Descriptions and Responsibilities of Personnel			
Project Managers: Primary client contacts. Participate in all major technical, cost and scheduling decisions. A professional registration or license is required. Supervisory or management experience are preferred.			
Classification	Position Overview	Responsibilities	Education/Experience
Principal Professional	Responsible for scope development, scope management, and performance of the project to meet project of goals and objectives. Able to manage projects of \$25 million or more in total cost	Acts as primary representative of Pennoni for the client and subcontractors; promotes technical excellence on the project; works with staff to develop budgets, schedules, and plans for various elements of the project	<ul style="list-style-type: none"> • BS & MS in Engineering or related field • 12 to 15 years' experience • Supervisory management experience required • PE, PSM, AICP or equivalent required
Senior Professional	Responsible for scope development, scope management, and performance of the project to meet project of goals and objectives. Able to manage projects of up to \$25 million or more in total cost	Acts as primary representative of Pennoni for the client and subcontractors; promotes technical excellence on the project; works with staff to develop budgets, schedules, and plans for various elements of the project	<ul style="list-style-type: none"> • BS in Engineering • 10 years' experience • Supervisory and management experience is required • PE, PSM, or AICP is required
Project Professionals: Secondary client contact. Responsible for designing and carrying out projects and plans under direct supervision of a Professional Engineer.			
Classification	Position Overview	Responsibilities	Education/Experience
Project Professional	Responsible for scope development, scope management, and performance of the project to meet project of goals and objectives. Able to manage projects of up to \$10 million or more in total cost	Acts as primary representative of Pennoni for the client and subcontractors; promotes technical excellence on the project; works with staff to develop budgets, schedules, and plans for various elements of the project	<ul style="list-style-type: none"> • BS in Engineering • Minimum of 10 years' experience • Supervisory experience is required • PE, PSM, or AICP is preferred
Staff Professional	Responsible for project design	Leads a project team and designs projects under the supervision of a Principal Professional, Senior Professional or Project Professional.	<ul style="list-style-type: none"> • BS in Engineering • Minimum of 5 years' experience • Supervisory experience is required • EI is preferred

Associate Professional	Responsible for project design	Designs projects under the supervision of a Principal, Senior, Project or Graduate Professional.	<ul style="list-style-type: none"> • BS in Engineering • 2 years' experience • EI is preferred
Graduate Professional	Responsible for project design	Designs projects under the supervision of a Principal, Senior, Project, Associate or Graduate Professional.	<ul style="list-style-type: none"> • BS in Engineering • No prior experience
Technical Staff:			
Classification	Position Overview	Responsibilities	Education/Experience
Technician III	Performs technical work using computerized drafting and drawing systems. Work is performed under supervision of a design professional.	Prepares engineering, architectural mapping and testing plans and schematic designs using the most recent software	<ul style="list-style-type: none"> • Graduate of technical school with concentration in CAD • Minimum of 8 years CAD experience
Technician II	Performs technical work using computerized drafting and drawing systems. Work is performed under supervision of a design professional.	Prepares engineering, architectural mapping and testing plans and schematic designs using the most recent software	<ul style="list-style-type: none"> • Graduate of technical school with concentration in CAD • Minimum of 5 years CAD experience
Technician I	Performs technical work using computerized drafting and drawing systems. Work is performed under supervision of a design professional.	Prepares engineering, architectural mapping and testing plans and schematic designs using the most recent software	<ul style="list-style-type: none"> • Graduate of technical school with concentration in CAD and minimum of 1 years' experience
Technician Supervisor	Performs technical work using computerized drafting and drawing systems. Work is performed under limited supervision. Coordinates the work of the other Technicians.	Prepares engineering, architectural mapping and testing plans and schematic designs using the most recent software	<ul style="list-style-type: none"> • Graduate of technical school with concentration in CAD • Minimum of 10 years CAD and Engineering Design experience
Senior Field Technician	Performs technical work in the field using precision instruments	Performs surveys in the field	<ul style="list-style-type: none"> • Graduate from high school; College level training may be substituted for experience • 4 years minimum experience
Survey Crew	Performs technical work in the field using precision instruments	Performs surveys in the field	Graduation from high school and 2 years of appropriate survey related experience

Field Technician	Performs technical work in the field using precision instruments	Performs surveys in the field	<ul style="list-style-type: none"> • Graduate from high school; 2 years of experience. College level training may be substituted for experience
Laboratory Technician	Performs technical work in the laboratory and lab testing	Performs lab tests and analyzes the results	<ul style="list-style-type: none"> • Graduate from high school and appropriate experience; College level training may be substituted for experience
Building Code Official	Works with clients to support their internal staff to enforce construction codes.	Performs supervisory and administrative duties related to enforcing construction codes to ensure public safety and health.	<ul style="list-style-type: none"> • Graduate from high school; College level training may be substituted for experience • 7 years of experience in inspection or the building construction trades
Project Assistant	Provides administrative support to the engineering and technical staff.	Performs a variety of tasks including completing reports, correspondence, documents, preparing bills, time sheets and some accounting	<ul style="list-style-type: none"> • Graduation from high school • 3 years of progressively responsible administrative experience

Fran McAskill
Director
Procurement Division



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EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

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