

PROFESSIONAL SERVICE AGREEMENT

THIS PROFESSIONAL SERVICE AGREEMENT (the “Agreement”) is entered into as of the Effective Date (defined in Section 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, and Kimley-Horn and Associates, Inc. (the “Consultant”) a North Carolina corporation, headquartered at 421 Fayetteville Street, Suite 600, Raleigh, NC 27601 whose Federal Employer Identification Number is 56-0885616.

WHEREAS, the County requires certain professional services in connection with the North Rifle Range Road Drainage & Sidewalk Improvements – Inwood Project - drainage improvements in Inwood; and,

WHEREAS, the County has solicited for these services via RFP 24-383, 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 Effective Date; Term

1.1 The Consultant shall complete the Project within 180 calendar days or until completion of the construction project, subject to an Event of Force Majeure as defined in Section 30.0, unless otherwise approved by the County in its sole and absolute discretion, commencing upon issuance of the Notice to Proceed.

2.0 Consultant Services

2.1 The County does hereby retain the Consultant to furnish those services and to perform those tasks (collectively, the “Services”) further described in (i) the County’s Request for Proposal RFP # 24-383, to include all attachments and addenda, (ii) the Consultant’s responsive proposal thereto, and (iii) the scope of work (collectively, (i) (ii), and (iii) are “RFP 24-383”), all of which are incorporated into this Agreement by this reference, attached as a composite Exhibit “A” and made a part of this Agreement.

3.0 Compensation

3.1 General

3.1.1 In consideration for its providing the Services, the County shall pay the Consultant the not-to-exceed amount of \$130,375.00 stated in Exhibit "A-III" Compensation, which amount is based on the Consultant's hourly rate schedule set forth in Exhibit "B", which is attached hereto and made a part of this Agreement.

3.1.2 At its option the County may choose to engage the Consultant to perform additional, related consulting services beyond the scope of the Services for which the County shall pay the Consultant in accordance with the hourly rate schedules stated in the attached Exhibit "B."

3.1.3 All the Consultant's invoices for payment must reference this Agreement and must be submitted using a form approved by the County Auditor.

3.1.4 Each invoice shall be due and payable forty-five (45) days after the date the County receives a correct, fully documented, invoice, in form and substance satisfactory to the County with all appropriate cost substantiations attached. All invoices shall be delivered to:

Polk County Roads and Drainage Division
3000 Sheffield Road
Winter Haven, FL 33880

3.1.5 The Consultant will clearly state "Final Invoice" on the Consultant's final/last billing for the Services rendered to the County. The Consultant's submission of a Final Invoice is its certification that all Services have been properly performed and all charges and costs have been invoiced to the County. This account will be closed upon the County's receipt of a Final Invoice. The Consultant hereby waives any charges not properly included on its Final Invoice.

3.1.6 The County's payment of a Final Invoice shall not constitute evidence of the County's acceptance of the Consultant's performance of the Services or its acceptance of any of the Consultant's Project work.

3.1.7 All Consultant invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. After examining an invoice, the County may request that the Consultant submit additional documents to support certain fees or charges. Upon receipt of any such request the Consultant shall provide the requested documents or other

required information to the County Auditor's satisfaction.

3.1.8 On each invoice submitted, the Consultant's Project Manager or designated payroll officer is attesting to the correctness and accuracy of all fees, time charges and requested reimbursements for which the Consultant seeks payment.

3.1.9 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

3.2 Reimbursable Expenses

3.2.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the negotiated Scope of Work (Exhibit A-iii) and in accordance with the County's Reimbursable Schedule that is attached hereto as Exhibit "C" and made a part of this Agreement. The Consultant's requests for payment shall 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 Services described in this Agreement.

3.2.2 Reimbursable Expenses are the actual, pre-approved, expenses the Consultant incurred directly in connection with the performance of the Services performed in accordance with this Agreement:

Overnight Deliveries
Reproduction
Sub-Consultant

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 any Project work for which the asset was utilized. All such assets must be surrendered by delivery to the applicable County Division

responsible for the Project immediately upon (i) demand, (ii) termination of the Agreement, or (iii) the conclusion of the applicable Project, whichever occurs first.

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

4.0 Consultant's Responsibilities

4.1 The Consultant shall be responsible for the professional quality, accuracy, competence, methodology, and the coordination of all Services performed pursuant to this Agreement.

4.2 The County's review, approval, acceptance, or payment for any of the Consultant's Services shall not be construed to: (i) operate as a waiver of any rights the County possesses under this Agreement; or (ii) waive or release any claim or cause of action arising out of the Consultant's performance or nonperformance of this Agreement. The Consultant shall be and will always remain liable to the County in accordance with applicable law for any and all damages to the County caused by the Consultant's negligent or wrongful performance or nonperformance of any of the Services to be furnished under this Agreement.

5.0 Ownership of Documents

All analyses, reference data, bills, completed reports, or any other form of written instrument or document created or resulting from the Consultant's performance of the Services pursuant to this Agreement, subject to the cure period provided in Section 26.0, shall become the property of the County after payment is made to the Consultant for such instruments or documents.

6.0 Termination

6.1 The County may terminate this Agreement, in whole or in part, at any time, either for the County's convenience or because of the failure of the Consultant to fulfill its obligations under this Agreement, subject to the cure period provided in Section 26.0, by delivering written notice to the Consultant. Upon receipt of such notice, the Consultant shall:

6.1.1 Immediately discontinue all affected Services unless the notice directs otherwise, and

6.1.2 Deliver to the County all data, reports, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process.

6.2 Unless in dispute or subject to the County's right of set-off or other

remedy, the Consultant shall be paid for Services actually rendered to the date of termination.

6.3 The rights and remedies of the County provided for in this Section 6 are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

7.0 No Contingent Fees

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 a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of the Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

8.0 Assignment

The Consultant shall not assign, transfer, or encumber this Agreement, or any interest herein, under any circumstances, without obtaining the prior written consent of the County, which consent may be withheld in the County's exercise of its reasonable discretion.

9.0 Professional Associates and Subcontractors

If the Consultant requires the assistance of any professional associates or subcontractors in connection with its providing the Services the Consultant must obtain the prior express written approval of the County, which the County may withhold in its discretion, before any such professional associate or subcontractor may perform any work for the County. If after obtaining the County's approval the Consultant utilizes any professional associates or subcontractors in the delivery of the Services then the Consultant shall remain solely and fully liable to the County for the performance or nonperformance of all such professional associates and subcontractors. The failure of a professional associate or subcontractor to timely or properly perform any of its obligations to the Consultant shall not relieve the Consultant of its obligations to the County under this Agreement.

10.0 Indemnification of County

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, attorneys' 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 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, its professional associates, subcontractors, agents, and employees provided, however, that 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.

11.0 Insurance Requirements

The Consultant shall maintain at all times the following minimum levels of insurance and shall, without in any way altering its liability, obtain, pay for and maintain insurance for the coverage and amounts of coverage not less than those set forth below. The Consultant shall provide the County original Certificates of Insurance satisfactory to the County to evidence such coverage before any work commences. The County shall be named as an additional insured on General and Automobile Liability policies. General Liability and Workers' Compensation policies shall contain a waiver of subrogation in favor of Polk County. The Commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the contractual indemnity stated in Section 10, above. 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 Consultant'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 Consultant to comply with the provisions of this Section 11, the County may, at its option, upon notice to the Consultant suspend Consultant's performance of the Services for cause until there is full compliance. Alternatively, the County may purchase such insurance at the Consultant's expense, provided that the County shall have no obligation to do so and if the County shall do so, the Consultant shall not be relieved of or excused from the obligation to obtain and maintain such

insurance amounts and coverage.

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.

Professional Liability. \$2,000,000 for errors and omissions, exclusive of defense costs.

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:

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.

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)

Workers Compensation. The Consultant shall provide, pay for, and maintain workers compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes.

12.0 Public Entity Crimes

The Contractor declares and warrants that neither the Contractor nor any of the Contractor's affiliates, as that term is defined in Section 287.133, Florida Statutes, are subject to the restrictions in Section 287.133, Florida Statutes, regarding the commission of a public entity crime. If during the term of this Agreement, the Contractor or any affiliate is convicted of a public entity crime or is otherwise prohibited from performing work for or transacting business with the County pursuant to Section 287.133, Florida Statutes, then the Contractor shall be in material default of this Agreement, and in such case, the County shall have the rights and remedies as provided herein.

13.0 Non-Discrimination

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.

14.0 Designation of Party Representatives

14.1 Upon receipt of a request from the Consultant, the County shall designate in writing one or more of its employees who are authorized to act by and on behalf of the County to transmit instructions, receive information and interpret and define the County's policy and decisions with respect to the Services to be provided pursuant to this Agreement.

14.2 The Consultant shall designate or appoint one or more Consultant representatives who are authorized to act on behalf of and to bind the Consultant regarding all matters involving the conduct of its performance pursuant to this Agreement.

15.0 All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document or its designated exhibits. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16.0 Modifications, Amendments or Alterations

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to and executed in writing by both parties to this Agreement in a form acceptable to the County.

17.0 Independent Consultant

Nothing stated in this Agreement is intended or should be construed in any manner as creating or establishing a relationship of co-partners between the parties, or as constituting the Consultant (including its officers, employees, and agents) as the agent, representative, or employee of the County for any purpose, or in any manner, whatsoever. The Consultant is to be and shall remain forever an independent Consultant with respect to all Services performed under this Agreement. The Consultant shall not pledge the County's credit or make the County a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and the Consultant shall have no right to speak for or bind the County in any

manner.

18.0 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 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 Consultants 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**

19.0 Compliance with Laws and Regulations

In providing all Services pursuant to this Agreement, the 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. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Consultant.

20.0 Governing Law and Venue

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

21.0 Notices

Whenever either party desires to give notice unto the other, it must be given by written notice, delivered (i) in person, (ii) via registered or certified United States mail, postage prepaid with return receipt requested, or (iii) via nationally recognized overnight delivery service, and addressed to the party for whom it is intended at the place last specified by each party. The place for giving of notice shall remain such until it is changed by written notice delivered in compliance with the provisions of this Section 21. For the present, the parties designate the following as the respective places for giving of notice, to wit:

For County: Polk County Roads and Drainage Division
3000 Sheffield Road
Winter Haven, Florida 33880
Attention: Division Director

For Consultant: Kimley-Horn, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27601
Attention: Victor Gallo, PE

22.0 Severability

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 the Agreement; any

void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

23.0 Annual Appropriations

Consultant acknowledges that during any fiscal year the County 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. Accordingly, any agreement, verbal or written, the County may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The County may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the County's performance and obligation to pay the Consultant under this Agreement is contingent upon annual appropriations being made for that purpose.

24.0 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.

25.0 Consultant Representations

25.1 The Consultant hereby represents and warrants the following to the County:

25.1.1 Consultant is a corporation that is duly organized and existing in good standing under the laws of the State of New York with full right and authority to do business within the State of Florida.

25.1.2 Consultant's performance under this Agreement will not violate or breach any contract or agreement to which the Consultant is a party or is otherwise bound, and will not violate any governmental statute, ordinance, rule, or regulation.

25.1.3 Consultant has the full right and authority to enter into this Agreement and to perform its obligations in accordance with its terms.

25.1.4 Consultant now has and will continue to maintain all licenses and approvals required for conducting its business, and that it will at all times conduct its business activities in a reputable manner.

25.1.5 Consultant has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

25.1.6 Consultant has the personnel and experience necessary to perform all Services in a professional and workmanlike manner.

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

25.1.8 Consultant shall, at no additional cost to County, re-perform those

Services which fail to satisfy the foregoing standard of care or which otherwise fail to meet the requirements of this Agreement.

25.1.9 Each individual executing this Agreement on behalf of the Consultant is authorized to do so

26.0 Default and Remedy

If the Consultant materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the Consultant receives written notice of the default from the County, then the County shall have the right to (i) immediately terminate this Agreement by delivering written notice to the Consultant, and (ii) pursue any and all remedies available in law, equity, and under this Agreement. If the County materially defaults in its obligations under this Agreement and fails to cure the same within fifteen (15) days after the date the County receives written notice of the default from the Consultant, then the Consultant shall have the right to immediately terminate this Agreement by delivering written notice to the County. Upon any such termination, the County shall pay the Consultant the full amount due and owing for all Services performed through the date of Agreement termination.

27.0 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.

28.0 Waiver

A waiver by either County or 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 of this Agreement. The making or acceptance of a payment by either party with the knowledge of the other party's existing default or breach of the Agreement shall not waive such default or breach, or any subsequent default or breach of this Agreement, and shall not be construed as doing so.

29.0 Attorneys' Fees and Costs

Each party shall be responsible for its own legal and attorneys' fees, costs and expenses incurred in connection with any dispute or any litigation arising out of, or relating to this Agreement, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.

30.0 Force Majeure

Either party hereunder may be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. 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.

31.0 Key Personnel

The Consultant shall notify the County if any of the Consultant's Key Personnel (as defined, below) change during the Term of the Agreement. To the extent possible, the Consultant shall notify the County at least ten (10) days prior to any proposed change in its Key Personnel. At the County's request the Consultant shall remove without consequence to the County any of the Consultant's contractors, sub-contractors, sub-consultants, agents or employees and replace the same with an appropriate substitute having the required skill and experience necessary to perform the Services. The County shall have the right to reject the Consultant's proposed changes in Key Personnel. The following individuals shall be considered "Key Personnel:"

Name: Victor Gallo, PE, Project Manager

Name: Katie Enstrom, PE, Deputy Project Manager

Name: Hao Chau, PE, Quality Control

32.0 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 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 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).

33. No Construction Against Drafter

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.

34. 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 THIS PAGE IS INTENTIONALLY LEFT BLANK;
THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE
WITH THE PARTIES' SIGNATURES.)**

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

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

Polk County, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
Chairman
Board of County Commissioners

Date Signed By County _____

Reviewed as to form and legal sufficiency:

Noah Miller 12/3/24
County Attorney's Office Date

ATTEST:

Kimley-Horn, Inc.
a North Carolina corporation

By: Mark Bacal
Mark Bacal
PRINT NAME
Associate
TITLE

By: Hao Chau
Hao Chau
PRINT NAME
Vice President
TITLE

Date: 12/12/2024

SEAL



ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____
 The foregoing instruments was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ (Date) by _____ (Name of officer or agent) as _____ (title of officer or agent) of the Company on behalf of the Company, pursuant to the powers conferred upon him/her by the Company. He/she personally appeared before me at the time of notarization, and ☐ is personally known to me or ☐ has produced _____ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this _____ (Date) _____ (Official Notary Signature and Notary Seal) _____ (Name of Notary typed, printed or stamped)
 Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Orange
 The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 12/12/24 (Date) by Hao Chau (Name of officer or agent) as Vice President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and ☒ is personally known to me or ☐ has produced N/A as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this 12/12/24 (Date) Kelly Burdett (Official Notary Signature and Notary Seal) Kelly Burdett typed, printed or stamped)
 Commission Number HH537969 Commission Expiration Date 6/12/28



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 _____

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Hao Chau (vice president) (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

Kimley Horn & Associates Inc.

NONGOVERNMENTAL ENTITY



SIGNATURE

Hao Chau

PRINT NAME

Vice President

TITLE

12 / 12 / 24

DATE

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 24-383, Professional Engineering Services for North Rifle Range Road Drainage & Sidewalk Improvements – Wahneta Project

POLK COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONSULTANT 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 CONSULTANT 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.

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

Company Name: Kimley Horn & Associates Inc.

Signature: [Signature]

Title: Vice President

Date: 12/12/24

State of: Florida

County of: Orange

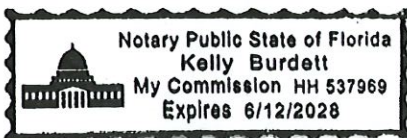
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of December 2024, by Hao Chau (name) as Vice President (title of officer) of Kimley-Horn & Associates, Inc. (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: [Signature]

Printed Name of Notary Public: Kelly Burdett

Notary Commission Number and Expiration: HH 537969 6/12/28

(AFFIX NOTARY SEAL)



RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing *professional engineering services for the North Rifle Range Road Drainage & Sidewalk Improvements-Wahneta Project (Project #1) and the Ave E NW @ Lake Deer Dr W @ 34th Street NW Drainage Improvements – Inwood (Project #2)* 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: 24-383, Professional Engineering Services for North Rifle Range Road Drainage & Sidewalk Improvements-Wahneta Project.

Description: Provide professional engineering services for enhancing and improving the existing drainage system for Rifle Range Road between 6th Street East and Eagle Lake Loop Road.

Receiving Period: Prior to 2:00 p.m., Wednesday, June 12, 2024

Bid Opening: Wednesday, June 12, 2024, at 2:00 p.m. or as soon as possible thereafter.

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

Questions regarding this RFP must be in writing and must be sent to Michael Guerrero Procurement Analyst, via email at michaelguerrero@polk-county.net or via fax at (863) 534-6789. All questions must be received by, Monday, June 3, 2024, 5:00 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 Procurement Division as soon as possible. It is the vendor's responsibility to verify if addenda have been issued.

RFP Number: 24-383

RFP Title: Professional Engineering Services for North Rifle Range Road Drainage & Sidewalk Improvements-Wahneta Project.

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 five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #24-383, Professional Engineering Services for North Rifle Range Road Drainage & Sidewalk Improvements-Wahneta Project.” 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	24-383
RFP Title	Professional Engineering Services for North Rifle Range Road Drainage & Sidewalk Improvements-Wahneta Project.
Due Date/Time:	June 12, 2024, 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 michaelguerrero@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 24-383 Tab 1"

"RFP 24-383 Tab 2"

"RFP 24-383 Tab 3"

"RFP 24-383 Tab 4"

"RFP 24-383 Tab 5"

"RFP 24-383 Tab 6"

"RFP 24-383 Tab 7"

"RFP 24-383 Tab 8"

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 Michael Guerrero at michaelguerrero@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 24-383
Professional Engineering Services for North Rifle Range Road Drainage &
Sidewalk Improvements-Wahneta Project.

Sealed proposals will be received in the Procurement Division, Wednesday, **June 12, 2024, 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 <http://www.polk-county.net/boccsite/doing-business/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 Michael Guerrero, via email at michaelguerrero@polk-county.net or via fax at (863) 534-6789. All questions must be received by June 3, 2024, 5:00 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 engineering services for the following two projects:

- North Rifle Range Road Drainage & Sidewalk Improvements-Wahneta (Project #1).
- Ave E NW @ Lake Deer Dr W @ 34th Street NW Drainage Improvements – Inwood (Project #2)

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. All design work conducted under this agreement will be in accordance with the guidelines for Projects which receive funds thru a **Community Development Block Grant**. These funds provide for the development, establishment, and administration of projects to benefit low- and moderate-income families, aid in elimination of slums and blight or meet an urgent community development need.

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 Agreements with one (1) or more consultant(s). There are 2 projects under this RFP. The County intends to have a separate agreement for each project. The County will negotiate a fee schedule and/or overall lump sum price 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.

In accordance with Section 287.055(10), Florida Statutes, or any applicable amending or replacement statute, this provision of the RFP shall serve as the County's public notice that any plans, drawings or designs developed by the successful Proposer(s) on behalf of the County pursuant to this RFP or any agreement, authorization, purchase order or other contract resulting therefrom, are subject to be reused by the County at some future time in accordance with the aforementioned statute.

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

BACKGROUND, PURPOSE, AND SCOPE

Background & Purpose:

Project #1: The Wahneta Community is located approximately in the center of unincorporated Polk County, just south of the City of Winter Haven. Rifle Range Road is a collector road that transects the Wahneta area and provides residents with a direct route (north) to the Winter Haven area or (south) to State Road 60. During weekends and holidays, it is not uncommon for parts of Rifle Range Road to become a vibrant outdoor market for pop-up retail and food vendors.

This Project will focus on enhancing and improving the existing drainage system for Rifle Range Road between 6th Street East and Eagle Lake Loop Road. This a continuation of the drainage improvements that were recently completed from Wahneta Farms Canal to 6th Street East. The Project will also include the design of a sidewalk on the east side of Rifle Range Road between 2nd Street East and 1st Street East.

The existing drainage infrastructure for this is area is over 40-50 years old and well beyond a functional service life. The drainage system consists of a network of roadside ditches and corrugated metal pipes that move stormwater runoff away from Rifle Range Road to Wahneta Farms Canal. Wahneta Farms Canal ultimately outflows into Peace Creek Drainage Canal. Polk County, where possible, would like to modify the existing drainage system into a primarily closed system and eliminate the need for the frequent ditch and culvert maintenance that it currently requires.

Project #2: The Inwood community is located in unincorporated Polk County and directly adjacent to the City of Winter Haven. Ave E NW was originally dedicated to the County in 1925 by plat for a neighborhood known as Deer Lake Terrace Unit No. 2. Ave E NW does not have any roadside drainage features because it was constructed prior to the implementation of the Polk Land Development Code. At address #3433 Ave E NW, the lot becomes inundated with stormwater runoff multiple times each rainy season due to lack of sufficient roadside drainage along Ave E NW. Polk County, if possible, would like to install a roadside drainage system along Ave E NW starting at or near #3433 and running to the east towards Lake Deer Dr W. At Lake Deer Dr W we would like to connect to an existing drainage outfall pipe that is located between #526 and #530 Lake Deer Dr W and discharges into Lake Deer.

SCOPE OF SERVICES

It is anticipated that the design services for both Projects will include the following submittals:

- Design Technical Memorandum stating that the assumptions listed in the RFP are feasible and that final design will proceed as originally envisioned. Otherwise, the memorandum will provide alternatives for the County to consider with a recommended alternative.
- 60% plans prepared in FDOT Design Manual Format and in accordance with Florida Greenbook.
- Final Plans prepared in FDOT Design Manual Format and in accordance with Florida Greenbook.

The selected Consultant will prepare all necessary environmental permit applications and respond to all request for information until the permits are received or an exemption letter is received.

The selected Consultant will be responsible for all utility coordination including Subsurface Utility Exploration (SUE) if necessary.

The selected Consultant will provide limited bidding and construction services for both Projects. This includes attending pre-bid meetings, shop drawing approvals, responding to RFI's from Contractors, and all final approvals associated with construction.

Polk County Roads & Drainage Division will be providing all necessary topographic surveying services for both Projects.

AGREEMENT

The term of each agreement is estimated be for three (3) years after notice to proceed is issued. This term will cover design and construction. The agreement will be in effect until the completion of construction. The actual term will be negotiated as part of the Selection Process, Elevation Level 4.

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 Project (35 Points)

(Maximum of four (4) pages)

- Provide a short narrative project approach outlining how you propose to respond to and manage this project.
- Please describe the specific abilities of the firm/team in regard to this approach. Include any innovative approaches to providing the services, and include any additional information not directly cited in the scope of services.
- Briefly describe firm's quality assurance/quality control program.
- Please include a project schedule.

Tab 3 – Experience, Expertise, Personnel & Technical Resources (35 Points)

- Provide a minimum of three (3) and a maximum of five (5) recent projects performed within the past ten (10) years as the prime firm performing the engineering services for roadway projects of similar size and scope. (Limit response to one (1) page 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; compare to the original date.
 - e. The nature of the firm's responsibility on the project;
 - f. Identify the key staff and their role in each project;
 - g. Identify working relationship of consultants or joint venture on project, if applicable;
 - h. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications.
 - i. List of any time extensions created by item h above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract as identified above.
- The key staff presented in the consultant's response shall be the staff utilized on this contract. Please provide the resumes of the key staff 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?

- Demonstrate each key staff's availability and office and home location to respond to the needs of the project (Two (2) pages maximum for all key staff member)
- Identify sub consultants to be used, if any. For each sub consultant identified please provide
 - Their locations that can be utilized to expedite a deliverable if required.
 - 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 – Interaction 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, stormwater management permitting, consultation, governing regulations, and other related activities. Describe the firm's ability to work with FHWA, FDOT, FDEP, and SWFWMD in order to successfully fulfill the scope of service. Demonstrate the firm's knowledge of permitting process. Identify experience in working with County staff such as Roads & drainage (traffic engineering, surveying, project management) and with Real estate Services. (Limit response to one (1) page)

Tab 7 – Timely Completion of Projects (5 Points)

- Describe the firms' current and future projected workload. Describe specifically the firms' daily ability to handle each aspect of the scope of services described herein. (Limit response to two (2) pages maximum)

Tab 8 – Surveys of Past Performance (10 Points)

- Provide reference surveys from past clients for all projects identified under Tab 3.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all three 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 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 8) 10 points
 - Subtotal Points 20 points

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

- 1) Each Selection Committee member shall score each Proposal on the following evaluation criteria:
 - Approach to Project (Tab 2) 35 Points
 - Experience, Expertise, (Tab 3) 35 Points
Personnel, and Technical Resources
 - Interaction w/ County & Regulatory (Tab 6) 5 points
Agencies
 - Timely Completion of Projects (Tab 7) 5 points
 - Subtotal Points 80 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.

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.

A Selection Committee member's total score for each Proposal shall equal the sum of the total points allocated for each evaluation criteria.

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.

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.

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 will 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 shall 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 may be 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, or if applicable the County manager, authorize staff to enter into Contract Negotiations with all Proposers elevated to Proposer Interviews, starting with the highest-ranked Proposer. After Board or County Manager approval, as applicable, to authorize staff to negotiate a contract, the highest-ranked Proposer will then be elevated to Elevation Level 4, 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. Procurement shall notify the Selection Committee that contract negotiations with the elevated Proposer 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 are successfully completed pursuant to Elevation Level 4, the Selection Committee shall recommend to the Board of County Commissioners that it selects such Proposer 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.

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 <http://www.polk-county.net/boccsite/doing-business/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 copy of the Master Consulting Agreement to be entered into with the successful proposer(s) is included with this RFP as Attachment A.

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 ninety (90) 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.

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 <http://www.polk-county.net/docs/default-source/procurement/protest-procedures.pdf?sfvrsn=2>.

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 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 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 Consultant submitting a proposal package. This is accomplished by sending survey forms to past customers. The customers should return the forms directly to the Consultant. The Consultant is to include all surveys in their proposal package.

Sending the Survey

The surveys shall be sent to all clients for whom the Consultant 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 Consultant 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 (Engineering Services for Hillsborough County Road Expansion), Etc.
COST OF SERVICES	Cost of services (\$1,000,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2019)

2. The Consultant 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 Consultant 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 Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
3. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 8.
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 24-383, North Rifle Range Road Drainage & Sidewalk Improvements-Wahneta Project

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Contractor)

Phone Number: _____ Email: _____

Total Annual Budget of Entity _____

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

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 OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

BIDDER ATTEST 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)

PROJECT NAME: **North Rifle Range Road Drainage & Sidewalk Improvements-Wahneta Project**

The undersigned, as an authorized officer of the contractor identified below (the “**Contractor**”), 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 Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor 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 Contractor, and any subcontractor under the Contract, 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 the Contract, and the Contractor 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 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 the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor 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 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 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:

By: _____
PRINTED NAME: _____
Its: _____

CONTRACTOR:

By: _____
PRINTED NAME: _____
Its: _____

June 5, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

**RFP 24-383, Professional Engineering Services for North Rifle Range Road
Drainage & Sidewalk Improvements-Wahneta Project**

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

Contained within this addendum: Clarifications, questions, and answers.

1. Questions received and answered.
2. Change to General Conditions, pg. 20 of the RFP document – Contractual Matters.
3. Construction plans have been added to the County's FTP Site, which can be accessed by:

To receive a copy of **Construction Plans**, 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 procurevender and the password is **solicitation**. After you have logged in to the FTP site, double click on the file folder "**RFP 24-383, Professional Engineering Services for North Rifle Range Road Drainage & Sidewalk Improvements-Wahneta Project.zip**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications.

Michael Guerrero

Sr. Procurement Analyst

Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

**RFP 24-383, Professional Engineering Services for North Rifle Range Road
Drainage & Sidewalk Improvements-Wahneta Project
Addendum #1 (Continued)**

Questions and Answers:

Question 1: We have a question regarding the survey questionnaire that we're meant to send out to our references. Could you help us understand what the County is looking for with the "total annual budget of entity" field? Should we fill in the client's stormwater operating budget, the client's entire budget for all departments, planned CIP projects for a particular year, or something else? In any case, we're not sure we have access to that information, but with a little more guidance, we can see what we can find out.

Answer: Please disregard that field.

Question 2: Would the County accept/recognize certification from the Women's Business Enterprise National Council (WBENC) for the purpose of WMBE scoring?

Answer: Yes. This can be found under Tab 5, pg. 11, third bullet point.

Question 3: Please confirm that the requested design is to be in accordance with the current version or a previous version of the Florida Design Manual plan development requirements. Under the current FDM, Series 900 plan requirements would be used which is a significant change from the previous series 300 plan requirements. Is the county expecting series 900 FDM plans?

Answer: The format of the construction plans is to be based on the FDM 300 series and not the 900 series. The remainder of the FDM current edition applies.

Question 4: Regarding the community development block grant, are we expected to handle the administration of this grant, or will the county provide grant administration services?

Answer: The County's Housing & Neighborhood Division will provide grant administration services.

Question 5: The RFP described that the "selected Consultant will provide limited bidding and construction services for both Projects" are construction inspection and management expected to be included services?

Answer: No, full time construction inspection and management services are not expected. The County will be providing our own inspectors for construction of the project. The EOR will provide limited services such as shop drawing reviews, as-built certifications, responding to contractor request for information, and bidding assistance.

Question 6: Could you please confirm if Attachment A, the Master Consulting Agreement, will be provided or if there is an alternative way to review it?

Answer: The reference to Attachment A, the Master Consulting Agreement is removed via this addendum.

Question 7: Please provide latest plans for the Wahneta Farms Canal to 6th Street East project (adjacent project).

Answer: The plans have been added to the County's FTP site. See page 1 of this addendum for instructions on how to access.

Question 8: Please provide copies of the CDBG applications.

Answer: These particular infrastructure projects/contracts (MOU) are between Polk County internal departments therefore there is no application but a proposal for the allocated amount per each department. This is why a "Request for Proposal" (RFP) is sent out instead of a "Request for Application" as these particular infrastructure projects do not go through a competitive bidding processing for design services.

Also please keep in mind Section 3 and Davis Bacon compliance is not required for design and engineering, however when construction begins, compliance will start for all contractors/subcontractors being that design and engineering does not meet a national objective. Should a substantial amount of ground disturbance occur during the first phase (unlikely) of the process we will collect compliance documents as precaution.

Question 9: Please confirm the County does not require signed forms for the submittal.

Answer: Signed forms are required with the submittal or within three days of request.

Question 10: Please advise who the Project Manager and Selection Committee members are.

Answer: Project Manager:
Conner Updike

Selection Committee Members:
Phil Irvén
Doug Gable
Joe Montoya
William Lorenzo
Conner Updike

**Remove in its Entirety, General Conditions, pg. 20 of the RFP Document –
CONTRACTUAL MATTERS:**

A copy of the Master Consulting Agreement to be entered into with the successful proposer(s) is included with this RFP as Attachment A.

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.

Replace with:

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.

North Rifle Range Road Drainage & Sidewalk Improvements

WAHNETA PROJECT

Tab 1

Executive Summary

TAB 1 - EXECUTIVE SUMMARY

June 12, 2024

Polk County Procurement Division
Michael Guerrero, Procurement Analyst
330 West Church Street, Room 150
Bartow, FL 33830

Re: Professional Engineering Services for North Rifle Range Road Drainage and Sidewalk Improvements – Wahneta Project; RFP #24-383

Dear Mr. Guerrero and Members of the Selection Committee:

Kimley-Horn is excited to submit our qualifications for the Drainage Improvements project listed under this Request for Proposals (RFP). Our firm is uniquely qualified to provide the design services under this contract and we are ready to further demonstrate our commitment to Polk County. We strive to provide exceptional service to our clients, and we believe our technical knowledge, project experience, and our dedicated staff will provide Polk County with the experience and support needed to facilitate the County's goals.

We understand the difficulties the County faces with these drainage and sidewalk improvement projects to address conveyance, street flooding, overall neighborhood drainage improvements, and sidewalk connectivity. We will actively identify and solve critical issues, deliver reliable and practical solutions, and provide responsive and cost-effective services. Our goal is to provide the County with technical excellence delivered in a professional, timely, and economical manner, as well as serve as your trusted advisor providing dependable insight.

Successful Consultant for Municipal Clients

Kimley-Horn takes pride in being a successful municipal consultant. We have conscientiously served Central Florida local governments, including Polk County, for several years and have served as a local consultant on drainage projects for Sarasota County, Manatee County, Pinellas County, Town of Windermere and cities of Apopka, DeBary, Kissimmee, and Zephyrhills, to name a few. Our team is committed to serving local municipalities and delivering the same responsive service Kimley-Horn is known for.

The Kimley-Horn team has been working with Polk County for over 14 years and we are excited to continue our longstanding relationship with your staff and the residents of the County. We understand the success of your assignments will depend heavily on the quality, experience, and familiarity of the staff assigned to serve you. We have assembled a team of talented individuals whose work is characterized by technical excellence, a commitment to exceeding your expectations, expertise in the broad range of services required, and extensive experience with similar projects. Furthermore, this team has worked together on numerous successful projects—providing proven quality service to Polk County.

Quality is a keystone principle at Kimley-Horn and is one of the key attributes that has enabled us to become one of the leading consulting firms in the country. The objective of our project specific quality control/quality assurance program is to ensure all deliverables conform to project requirements and clearly convey design intent for the County and contractor. We will identify solutions for the issues, develop innovative strategies, and produce results that best serve your needs now and into the future.

I have personally assembled this multidisciplinary project team based on their experience, knowledge, and commitment to partner with Polk County and ability to deliver a project that will benefit citizens of the County. Our team is excited about the opportunity to serve Polk County once again. We appreciate your consideration and look forward to working as a partner to your staff under this contract.

Sincerely,
Kimley-Horn and Associates, Inc.



Victor Gallo, PE
Project Manager

Drug Free Workplace

Kimley-Horn and Associates, Inc. is committed to providing a safe, healthy, and productive work environment; to meet this objective, as well as our obligations under applicable federal and state laws, Kimley-Horn has a drug-free workplace policy and program.

A. Name, company name, address, telephone number, and email address

Victor Gallo, PE
Kimley-Horn and Associates, Inc.
200 South Orange Avenue, Suite 600
Orlando, FL 32801
407.982.3286
victor.gallo@kimley-horn.com

B. State the number of years in business, as the same company/firm: 57 years

C. State the number of full-time employees: 7,517

D. Provide documentation showing proper incorporation by the Secretary of State

State of Florida Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on April 3, 2024, 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 Twenty-fourth day of April,
2024*




Secretary of State

Tracking Number: 2703192226CU

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

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

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.

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

 **Department of Business & Professional Regulation**

HOME CONTACT US MY ACCOUNT

9:12:14 AM 2/26/2024

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

Licensee Information

Name: KIMLEY-HORN & ASSOCIATES, INC. (Primary Name)
Main Address: 421 FAYETTEVILLE STREET
SUITE 600
RALEIGH North Carolina 27601
County: OUT OF STATE
License Mailing: 421 FAYETTEVILLE STREET
SUITE 600
RALEIGH NC 27601
County: OUT OF STATE

License Information

License Type: Engineering Business Registry
Rank: Registry
License Number: 696
Status: Current
License Date: 05/10/1977
Expires:

Special Qualifications **Qualification Effective**

Alternate Names

View Related License Information
View License Complaint

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION

 **Department of Business & Professional Regulation**

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7:08:33 AM 1/23/2024

ONLINE SERVICES

- Apply for a License
- Verify a Licensee
- View Food & Lodging Inspections
- File a Complaint
- Continuing Education Course Search
- View Application Status
- Find Exam Information
- Unlicensed Activity Search
- AB&T Delinquent Invoice & Activity List Search

LICENSEE DETAILS

Licensee Information

Name: MINGONET, MILTON SCOTT (Primary Name)
Main Address: KIMLEY-HORN AND ASSOCIATES INC (DBA Name)
200 SOUTH ORANGE AVENUE
SUITE 600
ORLANDO Florida 32801
County: ORANGE

License Information

License Type: Registered Landscape Architect
Rank: Landscape Arc
License Number: LA0001428
Status: Current/Active
License Date: 10/14/1991
Expires: 11/30/2025



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.: **LB696**
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE ST STE 600
RALEIGH, NC 27601-1777


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.

POLK COUNTY

North Rifle Range Road Drainage & Sidewalk Improvements

WAHNETA PROJECT

Tab 2

Approach to Project

TAB 2 - APPROACH TO PROJECT

Kimley-Horn is excited about the opportunity to provide professional engineering services for the North Rifle Range Road Drainage & Sidewalk Improvements - Wahnetta Project for Polk County.

Kimley-Horn is well known among Florida's counties and municipalities for being a creative partner in pushing forward their community vision. Our team of experts has consistently sought to bring new and innovative ideas to design and retrofit projects. At Kimley-Horn, we have extensive experience in Polk County and understand the challenges the County will face with these projects. Our extensive knowledge of drainage design will allow us to provide highly operative, cost-effective solutions. We have chosen our team based on technical expertise, but more importantly to drive the focus of this project to accept challenges and work collaboratively.

The Right Team

Our team has extensive experience with successfully completing drainage reconstruction and stormwater improvements projects. We believe that the project manager must be focused and involved in every aspect of the project. Victor Gallo, PE, serving as your project manager, will ensure the County receives the resources needed to foster and promote an effective, coordinated plan of action for both projects under this contract. He has the managerial skills and experience to oversee this contract with his service as project manager on similar projects, such as Bessie Street Stormwater Maintenance Improvements, Butler Street Stormwater Maintenance Improvements, Forest Avenue Outfall Improvement, Lake Cypress Shoal Removal, and Tanglewilde Street and Ustler Road Drainage Improvements projects. He has designed many roadway storm sewer systems and numerous stormwater management facilities for rural, urban, and interstate projects across Florida. In addition, Victor has coordinated extensively with various Florida water management districts and environmental regulatory agencies to obtain environmental resource permits. Deputy project manager, Katie Enstrom, PE, has more than six years of experience involving drainage design, stormwater management facilities, and hydrology and hydraulics modeling. She has served as the project manager for 18 different drainage improvement projects for the City of DeBary. Katie also has experience obtaining environmental resource permits, especially thorough the Southwest Florida Water Management District (SWFWMD), which has jurisdiction over this project corridor.

We are pleased to offer Polk County a consulting firm that is local, provides a wealth of in-house capabilities, and has an experienced professional team that has served Central Florida for nearly 30 years. Kimley-Horn is well-suited to provide engineering and environmental services for all the identified projects in the RFP.

Project Understanding

We understand Polk County has identified two projects under this Request for Proposals (RFP). The first of the two projects consist of a drainage reconstruction project to enhance and improve the existing drainage system for Rifle Range Road between 6th Street East and Eagle Lake Loop Road. Recently, Polk County has constructed similar drainage improvements along Rifle Range Road to the south between the Wahnetta Farms Drainage Canal and 6th Street East. This project is anticipated to be a continuation of those improvements, and we plan to match characteristics of that project to ensure a seamless design. Additionally, we understand this corridor becomes a vibrant outdoor market for pop-up retail and food vendors on weekends and holidays. **We will keep this in the forefront of the design by enhancing the features of the corridor where the community gathers.**

The second of the two projects consist of a drainage improvement project within the Inwood Community that is inundated with flooding due to lack of drainage infrastructure. We understand that this community was built prior to the Polk County Land Development Code and permitting regulations. Flooding has continually occurred at 3433 Avenue E NW during the rainy season due to lack of sufficient roadside drainage along Ave E NW. This parcel is in need of a hydraulic connection to Lake Deer to provide flooding relief.

Kimley-Horn has a distinguished history of successfully completing similar projects. Our success is due to a combination of effective project management, strong technical expertise, and a steadfast quality control program. Our team's background in stormwater management includes projects ranging in size from individual parcels to citywide and regional projects.



Drainage Design/Surface Water Modeling

Project 1

The Rifle Range Road project is located within the boundaries of the Southwest Florida Water Management District (SWFWMD). The project lies within WBID 1580, the Wahnetta Farms Drainage Canal Basin, which is not an impaired basin, according to the FDEP. This basin is ultimately part of the Peace Creek Canal Watershed, which spans 224 square miles in Polk County. The existing roadway is outside the 100-year floodplain.

In the existing conditions, roadway runoff from Rifle Range Road sheet flows off the roadway to the roadside ditches, where it is conveyed through side drains to the outfalls. There is no existing formal treatment system for the roadway, but the roadside swales provide informal treatment before discharging into the Wahnetta Farms Drainage Canal.

The project includes three sub-basins. From 6th Street East to Bomber Road, the roadway drains south and ties into the newly constructed closed storm sewer system along Rifle Range Road, and ultimately discharges to the Wahnetta Farms Drainage Canal. From Bomber Road to the Wahnetta Park Entrance, the roadway drains to a cross drain located between 2nd Terrace West and 2nd Street West, then drains west through a drainage ditch to the Wahnetta Farms Drainage Canal. From the Wahnetta Park Entrance to Eagle Lake Loop, the roadway drains north towards the Wahnetta Farms Drainage Canal.



A detailed field review revealed most of the existing side drains are in poor condition, consisting of corrugated metal pipe that is crushed/damaged, silted up, and blocking flow. The existing cross drain (located between 2nd Terrace West and 2nd Street West) appears to be in fair condition, but the existing headwall protrudes higher than the existing ground around it, creating a hazard.

The proposed design will introduce a closed inlet and piping system along Rifle Range Road to eliminate the need for frequent ditch and side drain maintenance and connect to the existing outfalls. We have obtained a copy of the Peace Creek Watershed ICPR Model and are familiar with the intricacies of the model due to our work with it for Thompson Nursery Road. We plan to truncate the existing model to only include the project area, which will create an existing conditions model. We will update it with survey information and other best available data to create a revised existing conditions model to accurately model the existing roadside ditch storage. Lastly, we will create a proposed conditions model and remove the ditch storage and add in the proposed inlet and piping system to size the pipes. We will compare node stages of all three of these models to show no rise in stage or increase in flows to the Wahnetta Farms Drainage Canal for all design storm events.

In addition, Kimley-Horn has a well-established track record for providing innovation and added value to this type of project. This experience will help you to understand

what opportunities may exist for low impact design and/or green infrastructure strategies. Once we understand the impacts of the “traditional” stormwater system, we can review the results with staff and determine proactive strategies for low impact design alternatives that may either reduce the quantity of runoff or enhance the quality of the runoff in each of the outfall areas.

Project 2

The drainage improvement project at 3433 Avenue E NW, located within the Inwood Community, falls within the boundaries of the Southwest Florida Water Management District (SWFWMD). The project lies within WBID 1521C1, the Lake Lulu Outlet Basin, which is not an impaired basin, according to the FDEP. The existing roadway is outside the 100-year floodplain.

Runoff from the roadway sheet flows off and becomes trapped in a low spot in the front yard and driveway of 3433 Avenue E NW. A detailed field review revealed that the home’s finished floor elevation is at or near the same elevation of the front yard low spot, which is recognizing as a threat to the building. A rainy-day field review will be mandatory to capture the essence of the flooding complaint.



One potential solution would be adding a ditch bottom inlet to the low spot in the front yard and add a trench drain to capture driveway runoff prior to it getting further into the property. The trench drain will connect to the ditch bottom inlet, and the ditch bottom inlet can connect to an existing drainage structure at the intersection of Avenue E NW and 34th Street NW, which drains directly to Lake Deer. The proposed pipe can run along the north side of Avenue E NW to avoid conflicts with the trees on the south side of the roadway. This is one solution that Kimley-Horn identified while assessing the site. Additional alternatives will be identified and vetted during the project's design stage.

Roadway/Multi-Modal Design

Sidewalk is proposed along Rifle Range Road between 2nd Street East and 1st Street East which will complete a pedestrian facility gap that is present along Rifle Range Road. During our field review, it was noted that a dirt footpath is well traveled within this section. We propose tying to the existing five-foot wide sidewalk south of 3061 Rifle Range Road and within the plaza, construct driveway improvements, and modify the existing pedestrian path for ADA compliance. As the sidewalk design moves north, it is proposed to maintain the five-foot width of sidewalk near the existing right-of-way line to maintain approximately 20 feet between the travelled way and the sidewalk. An existing headwall is located approximately 12 feet from the existing edge of travel. We propose extending the existing headwall toward the right-of-way to keep the sidewalk as far away from traffic as is feasible.



Temporary Traffic Control (TTC) will be a key aspect to Project 1 and Project 2's success. Kimley-Horn has extensive background working hand in hand with the community to coordinate successful projects while minimizing impacts to the residents and businesses along the project corridor. Our TTC plan will include maintaining access to business and residential neighborhoods at all times. We plan to coordinate with all major stakeholders and have experience coordinating with transit agencies, such as CitrusConnection, to minimize disruption to the local transit and Wahneta Elementary, reducing impacts and maintaining pedestrians to and from the school. Along Avenue E NW, our TTC plan will maintain access to all driveways within the area to ensure that property owners will have access to their properties at all times during construction.



Environmental/Permitting

Kimley-Horn maintains an experienced team of environmental scientists, geologists, hydrogeologists, planners, and field technicians with expertise in a wide range of environmental planning and problem-solving services, such as permitting, environmental assessment reports, and environmental analyses. We are familiar with current environmental regulations and remain well informed of proposed changes affecting environmental permitting and regulations to serve our clients effectively.

There is no existing SWFWMD Environmental Resource Permit (ERP) along Rifle Range Road within the project limits. However, the recent drainage improvements along Rifle Range Road between the Wahneta Farms Drainage Canal and 6th Street East qualified for a General Permit. We plan to match that approach for this project since the nature of the project is similar with the construction of a new stormwater system and the anticipated surface water impacts.

There is no existing ERP permit along Avenue E NW, and the proposed improvements are anticipated to qualify for an exemption due to no reduction in the capacity of the existing storm sewer systems or additional impervious area. Kimley-Horn plans to communicate with the SWFWMD early in the project with a pre-application meeting to confirm this approach.

Utility Coordination

Our team has extensive knowledge of the existing utilities within the project corridor. We completed the Wahneta Street Lighting project in 2020 that consisted of lighting improvements along Rifle Range Road from 12th Street East to Dolly Ben Court. Our team's main goal is to minimize any existing relocation needs, but we are familiar with the existing utility owners in the corridor and how to approach them for coordination on relocations, if needed. We have identified existing utilities within the corridor that may be in conflict, consisting of a watermain throughout most of the project limits on both the east and west side of the road as well as a force main between 4th Street East and Eagle Lake Loop. We will coordinate with the utility companies early in the process to receive their relocation markups and incorporate them into our own utility adjustment sheets.

Grants

Our team is experienced in researching and developing funding strategies that consider a wide array of options. Kimley-Horn has provided assistance to our clients resulting in more than \$247 million in grants and outside funding involving Community Development Block Grants (CDBGs), South Florida water management alternative funding programs, Florida Department of Environmental Protection State Revolving Fund (SRF) loan administration/grants, providing Davis-Bacon Act compliance where required and Water Management District grant programs. **The Coolidge Street Stormwater and Roadway Improvements project we are currently working on utilizes CDBG funding, therefore we are familiar with this type of funding and its requirements.**

Schedule

Our project manager, Victor Gallo, PE, will work with the County to develop a project schedule with a clear understanding of critical path elements. Victor will continuously track the schedule progress closely to keep the project on track and make sure that there are no schedule surprises or scope creep. He has developed the streamlined schedule below for the County's consideration. Our team has the availability and experience to expedite this schedule as needed.

Activity	3rd Quarter 2024	4th Quarter of 2024	1st Quarter of 2025	2nd Quarter of 2025	Legend
Project NTP	★				★ Notice to proceed and kickoff
Kickoff Meeting with County	★				
Survey					9-month design and permitting schedule
60% Design					
SWFWMD Permitting					
90% Design					
Final Design					

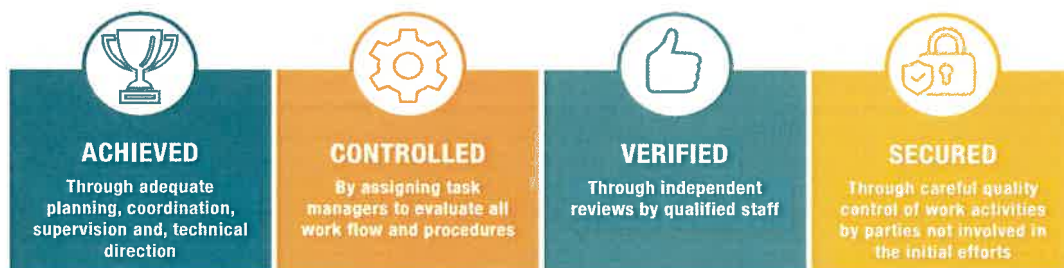
Quality Control/Quality Assurance

Quality control/quality assurance (QC/QA) means much more to us than a cursory review.

Kimley-Horn's QC/QA measures are built into our project management processes, and they are part of our firm's culture. We have been at the forefront of integrating quality processes into the services provided by engineering professionals. Kimley-Horn insists each project has a carefully structured scope of services, a corresponding schedule, and an accurately developed budget. We simply do not begin an assignment until these three elements are in place and mutually agreed upon by Kimley-Horn and the client. Each project undertaken at Kimley-Horn has a quality review task built into it. For this project, our internal QC/QA program will include:

- An internal kick-off meeting held with key team members assigned to the job to clearly define the scope, outline subtask responsibilities, establish schedules, and identify project milestones and goals.
- A QC/QA plan will be developed concurrent to the development of the scope which will identify QC/QA roles and responsibilities for each task and develop a timeline, so all reviews are scheduled prior to commencement of project. As part of the plan, a review template will be created which will allow for consistent documentation of all QC/QA reviews.
- At the end of each phase, a QC/QA review will be conducted as one of several final checks to make sure the project deliverable is not only technically correct but also consistent with your objectives.
- Any changes or modifications required to respond to the comments and recommendations of the quality control team will be incorporated during the ongoing analysis prior to submitting deliverables.

KIMLEY-HORN QUALITY CONTROL IS



POLK COUNTY

**North Rifle Range Road Drainage
& Sidewalk Improvements**

WAHNETA PROJECT

Tab 3

**Experience, Expertise,
Personnel & Technical Resources**

TAB 3 – EXPERIENCE, EXPERTISE, PERSONNEL, AND TECHNICAL RESOURCES

A. Name and location of the project

Butler Street and 7th Avenue Stormwater Maintenance Improvements,
Windermere, FL

B. Size and cost of the project

\$96,015 (to date)

Size: 1,500 ft

C. Project representative name, address, phone number, and email address

Robert Smith, Town Manager

Town of Windermere

614 Main Street Windermere, FL 34786

407.876.2563 x5324; rsmith@town.windermere.fl.us



D. Date project was completed or is anticipated to be completed; compare to the original date

February 2021 – Ongoing; Schedule on time

E. The nature of the firm's responsibility on the project

Kimley-Horn was selected to provide stormwater maintenance improvements along Butler Street and 7th Avenue in Windermere. The project area consists of open and closed drainage conveyance systems while maintaining the existing width of the dirt roadways along Butler Street from West 6th Avenue to West 7th Avenue (approximately 550'), West 7th Avenue from Butler Street to Main Street (approximately 850') and Fernwood Park. The total project length is approximately 1,500 ft including side street returns. The improvements include proposed drainage swales, inlets, pipes, and stormwater management facilities needed to accommodate the water quantity and quality requirements prior to the discharge into Lake Butler through Fernwood Park.

F. Identify the key staff and their role in each project

Hao Chau, PE (Project Manager), Victor Gallo, PE (Project Engineer), Katie Enstrom, PE (Project Engineer)

G. Identify working relationship of consultants or joint venture on the project, if applicable

Kimley-Horn served as the prime consultant and subcontracted with ECHO UES, Inc., Geotechnical and Environmental Consultants, Inc., Southeastern Surveying & Mapping Corporation.

H. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications

\$154,547

I. List of any time extensions created by item H above

None.

A. Name and location of the project

Bessie Street and 9th Avenue Stormwater Maintenance Improvements, Windermere, FL

B. Size and cost of the project

\$150,408 (to date)

Size: 3,000 ft

C. Project representative name, address, phone number, and email address

Robert Smith, Town Manager

Town of Windermere

614 Main Street Windermere, FL 34786

407.876.2563 x5324; rsmith@town.windermere.fl.us

D. Date project was completed or is anticipated to be completed; compare to the original date

February 2021 – Ongoing; Schedule on time



E. The nature of the firm's responsibility on the project

Kimley-Horn was selected to provide stormwater maintenance improvements along Bessie Street and 9th Avenue in Windermere. The project consists of open and closed drainage conveyance systems along East 9th Avenue from Main Street to East Blvd. (approximately 800'), East Blvd from East 9th Avenue to East 8th Avenue (approximately 500'), East 8th Avenue from East Blvd to Bessie Street (approximately 300'); Bessie Street from East 8th Avenue to East 7th Avenue (approximately 500'); Oakdale Street from one block north to one block south of East 9th Avenue (approximately 700'); and the intersection of East 8th Avenue and Magnolia Street (approximately 200'). The total project length is approximately 3,000 ft including side street returns. The improvements include proposed drainage inlets, swales and stormwater management facilities needed to accommodate the water quantity and quality requirements prior to the discharge into Lake Bessie.

F. Identify the key staff and their role in each project

Hao Chau, PE (Project Manager), Victor Gallo, PE (Project Engineer), Katie Enstrom, PE (Project Engineer)

G. Identify working relationship of consultants or joint venture on the project, if applicable

Kimley-Horn served as the prime consultant and subcontracted with ECHO UES, Inc., Geotechnical and Environmental Consultants, Inc., Southeastern Surveying & Mapping Corporation.

H. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications

\$253,799

I. List of any time extensions created by item H above

None.

A. Name and location of the project

Coolidge Street Stormwater and Roadway Improvements, Eustis, FL

B. Size and cost of the project

\$399,594

Size: 7,250 ft

C. Project representative name, address, phone number, and email address

Rick Gierok, PE, Public Works Director

City of Eustis

10 North Grove Street, 3rd Floor, Eustis, FL 32726

352-483-5480; gierokr@ci.eustis.fl.us



D. Date project was completed or is anticipated to be completed; compare to the original date

October 2023 – Ongoing; Schedule on time

E. The nature of the firm's responsibility on the project

Kimley-Horn was selected by the City to provide engineering services for Coolidge Street stormwater and roadway improvements from Bates Avenue to Getford Road. Our team is providing the horizontal and vertical design of 2,700 feet of two-lane, undivided urban roadway with sidewalks for Coolidge Street within the existing right of way. This project also includes 4,550 linear feet of horizontal and vertical design of two-lane, undivided roadway with drop curbs and sidewalks where feasible along Virginia Avenue, Hollywood Avenue, Suanee Avenue, Dixie Avenue, Harlem Avenue, Pine Avenue, and Grant Avenue. Reconstruction, widening, and pavement rehabilitation options that will be evaluated include milling and resurfacing and Full Depth Reclamation (FDR). Our services include roadway design, drainage design, environmental site assessment, permitting, lighting coordination, surveying and utility investigation services, geotechnical services, utility coordination, and project coordination.

F. Identify the key staff and their role in each project

Hao Chau, PE (Project Manager), Mark Bacal, PE (Roadway Design), Brian Mayer, PE (Roadway Design), Victor Gallo, PE (Drainage Design), Barry Switzer, PE (Drainage Design), Katie Enstrom, PE (Drainage Design), Sarah Johnson, CE (Environmental/Permitting), Jeff Hemphill, CNRP (Environmental/Permitting), Tiffany Parker, PE (Lighting Design), Laura Wittenbauer (Grants), Mark Grande, PE (Bidding/Construction Phase Services)

G. Identify working relationship of consultants or joint venture on the project, if applicable

Kimley-Horn served as the prime consultant and subcontracted with L&S Diversified, LLC, Universal Engineering Sciences, Inc., Inwood Consulting Engineers, Inc.

H. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications

\$399,594

I. List of any time extensions created by item H above

None.

A. Name and location of the project

South Longwood Sidewalk Phase 1 Design, Longwood, FL

B. Size and cost of the project

\$86,000

Size: 1.4 miles

C. Project representative name, address, phone number, and email address

Eric Nagowski, PE, Public Works Engineer

City of Longwood

907 E SR 434, Longwood, FL 32750

407.263.2395; Enagowski@Longwoodfl.org



D. Date project was completed or is anticipated to be completed; compare to the original date

September 2022 – Ongoing; Schedule on time

E. The nature of the firm's responsibility on the project

Kimley-Horn was selected to provide professional engineering services associated with design, permitting, and construction administration for the addition of a five-foot sidewalk along roadways east of Ronald Reagan Boulevard and south of SR 434, totaling approximately 1.4 miles. The construction plans will include typical sections to depict the edge of the roadway, utility buffer/grass strip, sidewalk, drainage ditches, and other elements within the right-of-way. Our services include design and construction plans, permitting, survey services, bid assistance services, and construction phase services.

F. Identify the key staff and their role in each project

Hao Chau, PE (Project Manager), Victor Gallo, PE (Project Engineer), Mark Bacal, PE (Project Engineer), Tiffany Parker, PE (Project Engineer)

G. Identify working relationship of consultants or joint venture on the project, if applicable

Kimley-Horn served as the prime consultant and subcontracted with ECHO UES, Inc.

H. Provide the original budget and the final budget of the project. Explain the reason(s) for differences, such as owner requested change, contractor claim, and insufficient plans and specifications

\$86,000

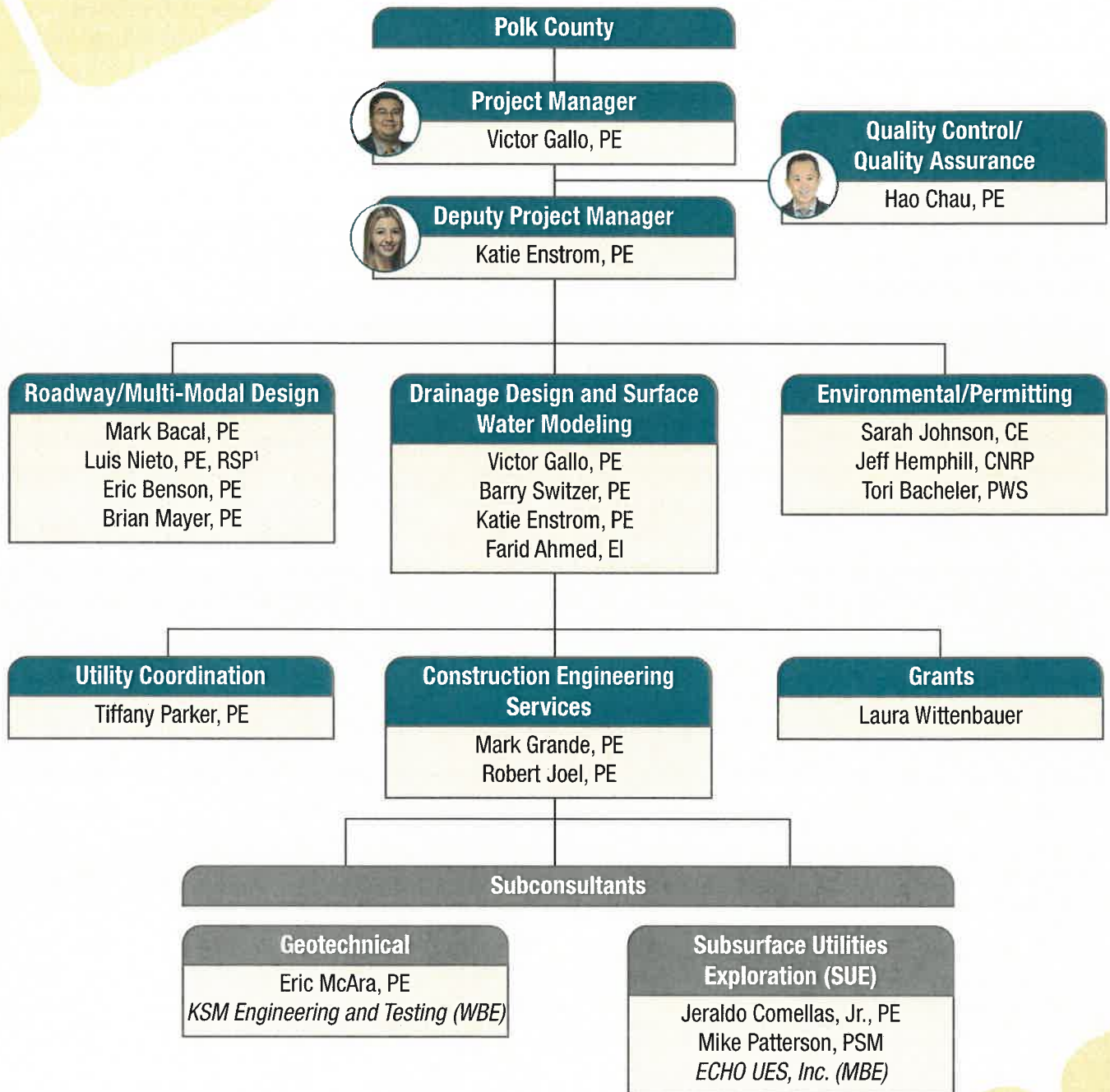
I. List of any time extensions created by item H above

None.

“It truly is effortless with you and your staff. We love the infield meetings and walking the project to discuss the particulars before you generate the plans and after the initial submittal. Many other firms just prefer to utilize online sources such as google to review the sites. Your staff’s knowledge and ability to meet the cities needs while being aware of our limited budget is appreciated. You have a very common sense approach. We always look forward to working with you.”

- Eric Nagowski, PE, Public Works Engineer
City of Longwood

ORGANIZATIONAL CHART



Key Staff Resumes

As indicated by the organization chart above, Kimley-Horn understands the value of assembling a strong and diverse project team and has strategically selected a team of experts with the ability to address all the anticipated tasks for this contract. One-page resumes for all key staff members are provided at the end of this section.

Key Staff Availability and Location

Kimley-Horn's local staff is backed by more than 1,350 employees in 19 offices in Florida, and more than 7,500 employees nationwide. We are confident that we can meet the technical and manpower needs anticipated for this contract. It is part of the firm's philosophy not to operate individual offices as profit centers. Rather, we make it a practice to share our depth of resources firmwide. Using an in-house computer system, we can forecast manpower needs by office, division, region, and on a firmwide basis. The regional and divisional managers routinely shift manpower and workloads to balance all demand-supply relationships. This helps ensure that we have more than enough staff and technical resources to complete every assigned project on time and to your satisfaction.

We can assure you that the staff members selected for this team are available to serve Polk County and are in excellent position to handle the workload for any forthcoming assignment. Additionally, all of our subconsultants have reported that the staff members whom they have chosen to work on this contract are fully available to serve you.

Key Staff	Role	Availability	Office Location	City of Residence
Victor Gallo, PE	Project Manager/ Drainage Design and Surface Water Modeling	75%	Orlando	Winter Park
Katie Enstrom, PE	Deputy Project Manager/ Drainage Design and Surface Water Modeling	80%	Orlando	Orlando
Hao Chau, PE	QC/QA	50%	Orlando	Orlando
Barry Switzer, PE	Drainage Design and Surface Water Modeling	70%	Orlando	Lake Mary
Farid Ahmed, EI	Drainage Design and Surface Water Modeling	70%	Orlando	Orlando
Mark Bacal, PE	Roadway/ Multimodal Design	75%	Orlando	Longwood
Luis Nieto, PE, RSP ¹	Roadway/ Multimodal Design	75%	Orlando	Windermere
Eric Benson, PE	Roadway/ Multimodal Design	80%	Orlando	Kissimmee
Brian Mayer, PE	Roadway/ Multimodal Design	80%	Orlando	Orlando
Sarah Johnson, CE	Environmental/Permitting	80%	Tampa	Lutz
Jeff Hemphill, CNRP	Environmental/Permitting	70%	Tampa	Apollo Beach

Key Staff	Role	Availability	Office Location	City of Residence
Tori Bacheler, PWS	Environmental/Permitting	75%	West Palm Beach	Jupiter
Tiffany Parker, PE	Utility Coordination	70%	Orlando	Orlando
Laura Wittenbauer	Grants	80%	Sarasota	Venice
Mark Grande, PE	Construction Engineering Services	80%	Orlando	Daytona Beach
Robert Joel, PE	Construction Engineering Services	70%	Tampa	Tampa
KSM Engineering and Testing				
Eric McAra, PE	Geotechnical	60%	Sanford	Sanford
ECHO UES, Inc.				
Jeraldo Comellas, Jr., PE	SUE	60%	Tampa	Tampa
Mike Patterson, PSM	SUE	60%	Tampa	Tampa

SUBCONSULTANTS

ECHO UES, Inc. - Subsurface Utilities Exploration (SUE)

Tampa



ECHO UES, Inc. (ECHO) was founded by a group of partners with civil engineering, surveying, construction, and utility/GIS backgrounds, who believe in providing high quality and reliable utility and survey data to design better, build faster, and safely enhance engineering, design, construction, and maintenance of infrastructure. ECHO has provided its services for over seven years and currently has three offices in the state of Florida located in Tampa, Orlando, and Gainesville. ECHO currently employs 114 full-time employees and has 35 field crews that will provide services for this project.

ECHO was founded in 2017 to provide Subsurface Utility Engineering (SUE) and survey & mapping professional services throughout Florida for a variety of projects, assisting owners, engineers, and constructors to improve their performance throughout the entire project cycle, from design to construction and maintenance of infrastructure. In 2021, ECHO also began offering utility coordination services to firms throughout the state.

Services provided include the study, analysis, and depiction of existing underground utilities potentially impacted by a project, in addition to the collection of accurate topographical and specific purpose surveys to represent the above ground site conditions.

Field work is performed with the use of highly specialized technology and equipment, to include surface geophysical equipment, pipe, and cable locators, ground penetrating radar, vacuum excavation units, total stations, GPS and laser scanners. The field data once collected is reviewed and processed, and our final deliverables consist of 3D digital representations of the site conditions above and below ground.

ECHO works on many different types of projects, including airports, seaports railroad upgrades, roadway design, reconstruction, widening and safety improvements, utility design, construction and maintenance, industrial and chemical plant upgrades, and safety improvements; in general, ECHO's services are requested anywhere there is the need for obtaining above and below ground accurate information for infrastructure improvements.

KSM Engineering and Testing

Sanford



Keller, Schleicher and MacWilliam Engineering and Testing, Inc. (dba KSM Engineering and Testing) was founded in May 1990 by the original three principals (Ron Keller, PE, Terry Schleicher and ES MacWilliam) and located in Sebastian, Florida. The three original founders, each of whom has lived in the local area for several years, were dedicated to delivering fast, quality, cost-effective engineering and soil work for businesses located on the Treasure Coast. In 2009, Julie Keller, PE joined the firm and took over as president after Ron Keller and Terry Schleicher stepped down. KSM opened its second office in Seminole County, Florida in 2019. KSM is a small business who employs just under 50 employees, owns six drill rigs, maintains a fleet of over 20 field staff, works throughout the State of Florida, and is a certified WBE business with the State and multiple Counties and municipalities.



Victor Gallo, PE

Title: Associate

Project Assignment: Project Manager / Drainage Design and Surface Water Modeling

RELEVANT EXPERIENCE

Thompson Nursery Road Extension, Polk County, FL — Drainage engineer. Kimley-Horn is providing roadway and structural design services for this 6.4 mile widening and extension project between US 17 and West Lake Ruby Drive in Winter Haven. The project is being designed in phases, and Kimley-Horn has completed the design of Segment 1 and is finalizing an alignment study and final design plans for the design/construction of Segments 2, 4, and 5. Services also include structural design, signing and pavement marking, signalization design, environmental permitting, contamination assessments, utility coordination, drainage design, railroad coordination, and FDOT permitting. Project Cost: \$6.1 million

CR 550 (Overlook Drive), Polk County, FL — Stormwater design engineer for ditch design. This project consisted of upgrading three miles of a substandard two-lane roadway along with intersection improvements. The project analyzed various alternatives including no-build, addition of sidewalk only, a widened two-lane section, and three lane section. The project included base map development, conceptual layouts for each alternative, traffic analysis, evaluation of wetland, floodplain and drainage impacts, utility investigation, Level I Hazardous Waste Assessment, right-of-way requirements, cost estimates, and public involvement. Coordination efforts with SWFWMD, USCOE, DEP, City of Winter Haven and USFWS were required.

Butler Street and 7th Avenue Stormwater Maintenance Improvements, Windermere, FL

Project engineer. Kimley-Horn was selected to provide stormwater maintenance improvements along Butler Street and 7th Avenue in Windermere. The project area consists of open and closed drainage conveyance systems while maintaining the existing width of the dirt roadways along Butler Street from West 6th Avenue to West 7th Avenue (approximately 550'), West 7th Avenue from Butler Street to Main Street (approximately 850') and Fernwood Park. The total project length is approximately 1,500 ft including side street returns. The improvements include proposed drainage swales, inlets, pipes, and stormwater management facilities needed to accommodate the water quantity and quality requirements prior to the discharge into Lake Butler through Fernwood Park. Project Cost: \$154,547

Bessie Street and 9th Avenue Stormwater Maintenance Improvements, Windermere, FL

Project engineer. Kimley-Horn was selected to provide stormwater maintenance improvements along Bessie Street and 9th Avenue in Windermere. The project consists of open and closed drainage conveyance systems along East 9th Avenue from Main Street to East Blvd. (approximately 800'), East Blvd from East 9th Avenue to East 8th Avenue (approximately 500'), East 8th Avenue from East Blvd to Bessie Street (approximately 300'); Bessie Street from East 8th Avenue to East 7th Avenue (approximately 500'); Oakdale Street from one block north to one block south of East 9th Avenue (approximately 700'); and the intersection of East 8th Avenue and Magnolia Street (approximately 200'). The total project length is approximately 3,000 ft including side street returns. The improvements include proposed drainage inlets, swales and stormwater management facilities needed to accommodate the water quantity and quality requirements prior to the discharge into Lake Bessie. Project Cost: \$253,799

Coolidge Street Stormwater and Roadway Improvements, Eustis, FL — Drainage design. Kimley-Horn was selected by the City to provide engineering services for Coolidge Street stormwater and roadway improvements from Bates Avenue to Getford Road. Our team is providing the horizontal and vertical design of 2,700 feet of two-lane, undivided urban roadway with sidewalks for Coolidge Street within the existing right of way. This project also includes 4,550 linear feet of horizontal and vertical design of two-lane, undivided roadway with drop curbs and sidewalks where feasible along Virginia Avenue, Hollywood Avenue, Suanee Avenue, Dixie Avenue, Harlem Avenue, Pine Avenue, and Grant Avenue. Reconstruction, widening, and pavement rehabilitation options that will be evaluated include milling and resurfacing and Full Depth Reclamation (FDR). Our services include roadway design, drainage design, environmental site assessment, permitting, lighting coordination, surveying and utility investigation services, geotechnical services, utility coordination, and project coordination. Project Cost: \$399,594

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, University of South Florida
- Master of Science, Engineering Management, University of South Florida
- Professional Engineer in Florida, #75592
- Engineers Without Borders (EWB)
- American Society of Civil Engineers (ASCE)

SPECIAL QUALIFICATIONS

- 25 years of experience in stormwater design
- Designed roadway storm sewer systems and stormwater management facilities for rural, urban, and interstate projects across Florida
- Led design efforts for FDOT Districts One, Two, Three, Five, and Seven, and for several counties and municipalities
- Areas of expertise include stormwater design, roadway storm sewer systems, pond siting analysis, stormwater management facilities, floodplain compensation, culvert design, bridge scour analysis, and permitting
- Completed various cross drain culvert designs for small waterways including channel modeling and bridge scour analysis
- Coordinated extensively with various Florida water management districts and environmental regulatory agencies to obtain construction permits



Katie Enstrom, PE

Title: Project Engineer

Project Assignment: Deputy Project Manager / Drainage Design and Surface Water Modeling

RELEVANT EXPERIENCE

Thompson Nursery Road Extension, Polk County, FL — Project engineer. Kimley-Horn is providing roadway and structural design services for this 6.4 mile widening and extension project between US 17 and West Lake Ruby Drive in Winter Haven. The project is being designed in phases, and Kimley-Horn has completed the design of Segment 1 and is finalizing an alignment study and final design plans for the design/construction of Segments 2, 4, and 5. Services also include structural design, signing and pavement marking, signalization design, environmental permitting, contamination assessments, utility coordination, drainage design, railroad coordination, and FDOT permitting. Project Cost: \$6.1 million

General Engineering Consultant, In-House Drainage Support, FDOT District One — Drainage design engineer for FDOT District One under the GEC contract working with Sergio Figueroa and the FDOT drainage team. Services included design and plans production using Geopak, HY-8, and ICPR 4. Completed remediation design for multiple drainage complaints within the district. Project Cost: \$284,000

SR 72 from I-75 to Lorraine Road, FDOT District One — Drainage design engineer. Completed basin calculations to determine treatment volume and attenuation requirements to accommodate the proposed roadway widening. Identified alternatives for pond sites to accommodate the additional roadway runoff. Calculated floodplain impacts and sized floodplain compensation ponds. Completed cross drain calculations to ensure no adverse impacts offsite due to cross drain extensions and compiled all calculations to develop the final design documentation (Pond Siting Report and Location Hydraulic Report). Also hosted an Environmental Look Around (ELA) with local stakeholders to present design alternatives and receive feedback. Project Cost: \$1.8 million

Miscellaneous Drainage Improvement Projects, City of DeBary, FL — Project manager for 18 standalone drainage improvement projects throughout the city. Led desktop analyses, permit research, field reviews and created flooding exhibits to identify problematic areas, and proposed cost-effective alternatives to resolve flooding concerns. Also met with city staff to review alternatives and help select a preferred alternative. Developed construction plans, permitted them through the water management district, and provided regular progress updates. Project Cost: \$364,500

Coolidge Street Stormwater and Roadway Improvements, Eustis, FL — Drainage design. Kimley-Horn was selected by the City to provide engineering services for Coolidge Street stormwater and roadway improvements from Bates Avenue to Getford Road. Our team is providing the horizontal and vertical design of 2,700 feet of two-lane, undivided urban roadway with sidewalks for Coolidge Street within the existing right of way. This project also includes 4,550 linear feet of horizontal and vertical design of two-lane, undivided roadway with drop curbs and sidewalks where feasible along Virginia Avenue, Hollywood Avenue, Suane Avenue, Dixie Avenue, Harlem Avenue, Pine Avenue, and Grant Avenue. Reconstruction, widening, and pavement rehabilitation options that will be evaluated include milling and resurfacing and Full Depth Reclamation (FDR). Our services include roadway design, drainage design, environmental site assessment, permitting, lighting coordination, surveying and utility investigation services, geotechnical services, utility coordination, and project coordination. Project Cost: \$399,594

St. Petersburg Drive Streetscape and Drainage Project (Complete Streets), Oldsmar, FL — Drainage analyst. Kimley-Horn assisted the City with the successful application for grant funding of the construction of St. Petersburg Drive Complete Street Improvements. Responsible for the retrofit drainage design layout to incorporate new inlets and connect to the existing drainage system. Completed extensive ICPR modeling to truncate the exiting regional model to create a project specific existing conditions, revised existing conditions, and proposed conditions model. This modeling was used to permit the project with the WMD to show no adverse impacts to the surrounding systems and parcels. Project Cost: \$336,000

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, Florida State University
- Professional Engineer in Florida, #94474

SPECIAL QUALIFICATIONS

- More than six years of experience involving drainage and stormwater engineering projects
- Drainage engineering experience working on multiple types of roadway projects including resurfacing, widening, bridge hydraulics, and streetscape projects, as well as planning and PD&E projects. Her roles include coordinating with roadway, landscape, environmental, structural, and construction teams to create efficient and functioning roadside infrastructure
- Skills include Microstation SS4, Geopak Drainage, ASAD, ICPR 4, Arc GIS, AutoCad



Hao Chau, PE

Title: Vice President

Project Assignment: Quality Control/Quality Assurance

RELEVANT EXPERIENCE

Daryl Carter Parkway from International Drive to Apopka Vineland Road, Orange County, FL
Project manager for Kimley-Horn team that provided design, permitting, bidding assistance, and construction phase services for a new 2.1 mile four-lane, divided urban facility connecting International Drive and Apopka-Vineland Road in Orange County. The project also included improving pedestrian facilities, bike lanes, widening for turn lanes, milling, resurfacing, and overbuild along International Drive and Apopka-Vineland Road, approximately 1 mile. The project involved obtaining approval from Duke Energy to work within and crossing their transmission easement with high voltage transmission lines along Daryl Carter Parkway and Apopka-Vineland Road with the new road alignment and signals. This project also included completing an FDOT approved alignment study, FDOT approved Air-Space Agreement for I-4 Overpass, and a bridge designed to accommodate the I-4 Ultimate typical section. Project Cost: \$33 million

Grand National Drive, Orlando, FL — Project manager for Kimley-Horn team retained to provide preliminary engineering, design, and preparation of construction plans for Grand National Drive from Oak Ridge Road to Sand Lake Road. The project involved widening the roadway to four lanes, drainage upgrades, access management features, and enhancing pedestrian features, multiuse trail, and other bicycling facilities. Our team was responsible for reviewing the historical and anticipated growth that is planned for the corridor and developing 2025 and 2045 growth rates. The project also included public involvement with meetings to inform the public about the project, different alignment alternatives, and build consensus on the preferred alternative. This project included a preliminary engineering phase for data collection, traffic analysis and safety improvements, final design phase, bidding phase and construction phase. Project Cost: \$1.8 million

Osceola Polk Line Road (CR 532) Widening from Old Lake Wilson Road to US 17-92, Polk County, FL — Project manager for Kimley-Horn team that provided alignment study and final design services for the four-lane widening of CR 532 from Old Lake Wilson Road to US 17-92 a distance of approximately three miles. The project included a "Part A" Alignment Study to perform design traffic analysis, determine a preferred typical section, pond siting analysis and public involvement. The "Part B" final design phase included roadway, drainage, temporary traffic controls, signalization, ITS, structures, lighting and landscape design. This project included extensive coordination with Kissimmee Utility Authority to minimize conflict with the their 24" transmission gas line and relocation where needed. It also included coordination for Utility Work by Highway Contractor for Toho Water Authority transmission potable water and sanitary lines. Widening across the railroad crossing was permitted through CSX and the connection to US 17-92 was approved by FDOT. All drainage improvements and stormwater ponds were permitted through SFWMD. Project Cost: \$3.7 million

PD&E and Engineering & Design Services for Nova Road (CR532) Widening from US 192 to Future Sunbridge Parkway, Osceola County, FL — Project manager for design/deputy project manager for PD&E Study. Kimley Horn was selected to provide engineering and design services for the PD&E study for widening Nova Road. The project limits extend from US 192 to the future Sunbridge Parkway, with a total length of approximately 4.7 miles. Kimley-Horn will provide an alternatives evaluation for the construction of a four-lane divided roadway with multimodal accommodations, associated drainage improvements and storm water ponds, as well as upgrading the ITS, modification/replacement of two bridges over the canal system, and street lighting. Kimley-Horn will perform the final design phase based on the preferred alignment selected in the study. Project Cost: \$869,717

Thompson Nursery Road Extension, Polk County, FL — Deputy project manager and engineer of record. Kimley-Horn is providing roadway and structural design services for this 6.4 mile widening and extension project between US 17 and West Lake Ruby Drive in Winter Haven. The project is being designed in phases, and Kimley-Horn has completed the design of Segment 1 and is finalizing an alignment study and final design plans for the design/construction of Segments 2, 4, and 5. Services also include structural design, signing and pavement marking, signalization design, environmental permitting, contamination assessments, utility coordination, drainage design, railroad coordination, and FDOT permitting. Project Cost: \$6.1 million

PROFESSIONAL CREDENTIALS

- Master of Business Administration, University of Central Florida
- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida, #61640

SPECIAL QUALIFICATIONS

- 25 years of roadway and multimodal project management and design experience
- Lead all aspects of design, plans production, permitting, and construction phase for numerous municipal and FDOT projects
- FDOT Certified in Advanced Temporary Traffic Control



Barry Switzer, PE

Title: Project Engineer

Project Assignment: Drainage Design and Surface Water Modeling

RELEVANT EXPERIENCE

Thompson Nursery Road Extension, Polk County, FL — Drainage engineer. Kimley-Horn is providing roadway and structural design services for this 6.4 mile widening and extension project between US 17 and West Lake Ruby Drive in Winter Haven. The project is being designed in phases, and Kimley-Horn has completed the design of Segment 1 and is finalizing an alignment study and final design plans for the design/construction of Segments 2, 4, and 5. Services also include structural design, signing and pavement marking, signalization design, environmental permitting, contamination assessments, utility coordination, drainage design, railroad coordination, and FDOT permitting. Project Cost: \$6.1 million

PD&E and Engineering & Design Services for Nova Road (CR532) Widening from US 192 to Future Sunbridge Parkway, Osceola County, FL — Drainage engineer. Kimley-Horn was selected to provide engineering and design services for the PD&E study for widening Nova Road. The project limits extend from US 192 to the future Sunbridge Parkway, with a total length of approximately 4.7 miles. Kimley-Horn will provide an alternatives evaluation for the construction of a four-lane divided roadway with multimodal accommodations, associated drainage improvements and storm water ponds, as well as upgrading the ITS, modification/replacement of two bridges over the canal system, and street lighting. Project Cost: \$869,717

SR 31 Widening Improvements Progressive Design-Build, Lee County, FL — Project engineer. The project consists of reconstructing SR 31 for Babcock Ranch Community Development District to meet the interim build out condition identified in the SR 31 PD&E study (FPID 428917-1-22-01, and 428917-2-21-01). The facility will consist of an urban four lane section with a variable median width from 22 feet to 44 feet. The project limits are from south of SR 78 to 1,000 feet north of Lake Babcock Drive with an overall project length of 5.5 miles. The project will leave the existing SR 31 roadway and right of way in place from SR 78 to the Charlotte County line and will remove the existing SR 31 and expand the right of way north of the Charlotte County line. This project includes three multi-lane roundabouts, as well as alternative intersection designs. SR-31 at CR 78 includes a signalized RCUT intersection while SR 31 at Saw Palmetto Parkway has been designed as a partial median U turn signal. These alternative designs provide both a capacity, level of service, and safety benefits for roadway and pedestrian users. Lighting and signing and pavement marking improvements will be constructed with the project. Close coordination is required along SR 31 with the bridge replacement project which is currently underway. During the completion stage, Kimley-Horn will finalize the plans for FDOT approval and provide construction phase support in the form of shop drawing review, RFI's, and site visits to provide plan clarifications. The contractor will be responsible for all construction activities. Project Cost: \$5.1 Million

Lena Road from North of 44th Avenue East to SR 64, Manatee County, FL — Project engineer. The construction of the Lena Road improvements provides important connectivity to the surrounding area through SR64 and 44th Avenue East and improves traffic safety and patterns. The Lena Road improvements consist of an urban closed drainage two-lane roadway with a center turn lane through the industrial area and a single lane roundabout to provide traffic calming along the corridor. Other key features of the corridor included increased multi-modal connectivity by way of adjacent sidewalk and multi-use paths and roadway lighting. In addition, detailed phased maintenance of traffic plan designed to facilitate construction while maintaining existing traffic is included in the construction plan set. Lena Road improvements are primarily within an existing roadway corridor, but an additional missing segment connecting the northern segment of Lena Road to the 44th Avenue East roadway will provide a key link in the Lena Road corridor from SR-64, and SR-70, east of I-75. Project Cost: \$3.6 million

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, University of Tennessee
- Professional Engineer in Florida, #43422

SPECIAL QUALIFICATIONS

- More than 35 years of experience in highway drainage design, stormwater management system design, environmental permitting, and hydraulic studies
- Has served as a senior drainage engineer for a wide range of transportation-related projects across Florida for various clients including the Florida Department of Transportation (FDOT) Districts One, Two, Three, Four, and Five; Orange, Seminole, Lake, Osceola, and Volusia Counties; Central Florida Expressway Authority (CFX, formerly OOCEA), Cities of Orlando and Deltona; and the Florida Department of Environmental Protection (FDEP)



Farid Ahmed, EI

Title: Project Analyst

Project Assignment: Drainage Design and Surface Water Modeling

RELEVANT EXPERIENCE

Thompson Nursery Road Extension, Winter Haven, FL — Project analyst. Kimley-Horn is providing roadway and structural design services for this 6.4 mile widening and extension project between US 17 and West Lake Ruby Drive in Winter Haven. The project is being designed in phases, and Kimley-Horn has completed the design of Segment 1 and is finalizing an alignment study and final design plans for the design/construction of Segments 2, 4, and 5. Services also include structural design, signing and pavement marking, signalization design, environmental permitting, contamination assessments, utility coordination, drainage design, railroad coordination, and FDOT permitting. Project Cost: \$6.1 million

Miscellaneous Drainage Improvement Projects, DeBary, FL — Drainage design analyst responsible for the drainage design, plans production, and permitting of 18 different drainage improvement projects. Drainage design for these projects ranged from the creation of a new stormwater management facility to the design or enhancement of exfiltration trench systems. Responsible for communicating with St. John's River Water Management District staff for the approval of general permits and determination of exempt activities. Project Cost: \$364,500

Benson Junction Road, DeBary, FL — Drainage design analyst responsible for the drainage design, plans production, and stormwater management design. This roadway improvement project included the conversion of Benson Junction Road from a rural to urban typical section. Drainage design included inlet placement based on spread calculations, storm sewer analysis, and the creation of a new stormwater management facility. Conducted field reviews and was responsible for project coordination between the client and the St. John's River Water Management District. Project Cost: \$299,980

W. Highbanks Road, DeBary, FL — Drainage design analyst responsible for the drainage design which included roadside ditch design and stormwater management design. This drainage improvement project included the conversion of W. Highbanks Road from an open channel system to a closed piping system. Responsible for water quality analysis of pre and post conditions and the development of construction plans. Drainage design included ditch design, storm sewer analysis, and the creation of a new stormwater management facility. Project Cost: \$250,620

Coolidge Street, Eustis, FL — Drainage design analyst. This safety and roadway improvement project included the conversion of a paved and unpaved rural section to an urban typical section with seven additional side streets with roadway and drainage improvements. Responsibilities within the drainage design included roadway drainage design, off site collection systems, and stormwater management design. Additionally, water quality analysis of existing and proposed conditions had to be completed. Drainage design included inlet placement based off spread calculations, ditch design, storm sewer analysis, and the modification of an existing stormwater management facility. Project Cost: \$399,594

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Environmental Engineering, University of Florida
- Engineering Intern in Florida, #1100025772

SPECIAL QUALIFICATIONS

- More than two years of experience as a civil engineer focused on drainage and stormwater management for primarily municipal roadway projects
- Areas of expertise include stormwater design, roadway storm sewer systems, stormwater management facilities, floodplain compensation, and permitting
- Extensive coordination with two of the Florida Water Management Districts to obtain construction permits
- Software skills include Microstation SS10, OpenRoads, ICPR 4.0, StormCAD, Geopak Drainage, BMP Trains



Mark Bacal, PE

Title: Associate

Project Assignment: Roadway / Multimodal Design

RELEVANT EXPERIENCE

Lake County Round Lake Road, Tavares, FL — Project manager. Kimley-Horn is providing professional engineering services for improvements to Round Lake Road. The existing segment of Round Lake Road from the Orange/Lake County line to Wolf Branch Road will consist of widening from the existing two-lane rural roadway to a four-lane divided urban roadway. From Wolf Branch Road to SR 44 a new four-lane extension will be provided. Our services include roadway, drainage, permitting, signing and marking, signalization, right-of-way acquisition, geotechnical, and public involvement. The project included four roundabout designs at both existing intersections and new alignment. Project Cost: \$2.2 million

Coolidge Street Stormwater and Roadway Improvements, Eustis, FL — Roadway design. Kimley-Horn was selected by the City to provide engineering services for Coolidge Street stormwater and roadway improvements from Bates Avenue to Getford Road. Our team is providing the horizontal and vertical design of 2,700 feet of two-lane, undivided urban roadway with sidewalks for Coolidge Street within the existing right of way. This project also includes 4,550 linear feet of horizontal and vertical design of two-lane, undivided roadway with drop curbs and sidewalks where feasible along Virginia Avenue, Hollywood Avenue, Suane Avenue, Dixie Avenue, Harlem Avenue, Pine Avenue, and Grant Avenue. Reconstruction, widening, and pavement rehabilitation options that will be evaluated include milling and resurfacing and Full Depth Reclamation (FDR). Our services include roadway design, drainage design, environmental site assessment, permitting, lighting coordination, surveying and utility investigation services, geotechnical services, utility coordination, and project coordination. Project Cost: \$399,594

North Ridge Trail North Section Plans Review, Polk County, FL — Project engineer. Kimley-Horn was selected to provide a plans and constructability review for the North Ridge Trail extension project as part of our continuing services contract with Polk County. The services under review included structures, roadway, signing and pavement markings, signalization, and drainage. Project Cost: \$66,415

Osceola Polk Line Road (CR 532) Widening from Old Lake Wilson Road to US 17-92, Polk County, FL — Project engineer for Kimley-Horn team that provided alignment study and final design services for the four-lane widening of CR 532 from Old Lake Wilson Road to US 17-92 a distance of approximately three miles. The project included a "Part A" Alignment Study to perform design traffic analysis, determine a preferred typical section, pond siting analysis and public involvement. The "Part B" final design phase included roadway, drainage, temporary traffic controls, signalization, ITS, structures, lighting and landscape design. This project included extensive coordination with Kissimmee Utility Authority to minimize conflict with the their 24" transmission gas line and relocation where needed. It also included coordination for Utility Work by Highway Contractor for Toho Water Authority transmission potable water and sanitary lines. Widening across the railroad crossing was permitted through CSX and the connection to US 17-92 was approved by FDOT. All drainage improvements and stormwater ponds were permitted through SFWMD. Project Cost: \$3.7 million

SR 659 (Combee Road) PD&E Study from US 98 to Skyview Drive, FDOT District One — Project engineer for a PD&E study to prepare design alternatives for the corridor that accommodate pedestrians and bicycles, improve transit facilities, and optimize vehicle access. The study team will analyze and assess the project's impact on the social, economic, cultural, natural, and physical environment to develop the LDCA of the project in accordance with FDOT policy, procedures, and requirements. Project Cost: \$1.03 million

Bone Valley ATV Bridge, Lakeland, FL — Project engineer. Kimley-Horn provided engineering services for the design of a new multi-use pedestrian bridge crossing CR 630 at the Bone Valley ATV Park. Our specific services include the preparation of design studies, environmental permits, and construction documents. This 150+ ' single span Florida-I beam bridge is founded on concrete piling and retained with MSE walls. This project is located on an abandoned mining property and required close coordination with the County and the water management district. Project Cost: \$129,000

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, University of Central Florida
- Professional Engineer in Florida, #84238
- FDOT Temporary Traffic Control, #608432

SPECIAL QUALIFICATIONS

- 12 years of civil transportation engineering experience including the preparation of roadway plans, drainage analysis and improvements, structural design, and construction administration
- Proficient with software such as OpenRoads, Civil3D, and MicroStation and is an expert in Corridor Modeling
- FDOT Certified in Advanced Maintenance of Traffic



Luis Nieto, PE, RSP¹

Title: Project Engineer

Project Assignment: Roadway / Multimodal Design

RELEVANT EXPERIENCE

Thompson Nursery Road Extension, Polk County, FL — Project engineer. Kimley-Horn is providing roadway and structural design services for this 6.4 mile widening and extension project between US 17 and West Lake Ruby Drive in Winter Haven. The project is being designed in phases, and Kimley-Horn has completed the design of Segment 1 and is finalizing an alignment study and final design plans for the design/construction of Segments 2, 4, and 5. Services also include structural design, signing and pavement marking, signalization design, environmental permitting, contamination assessments, utility coordination, drainage design, railroad coordination, and FDOT permitting. Project Cost: \$6.1 million

SR 500 (US 192) Resurfacing and Safety Improvements from the Hibiscus Road to the Brevard County Line, FDOT District Five — Project manager/roadway lead engineer in charge of managing the preparation and of roadway plans and signing and pavement plans. Tasks included the preparation of plan sheets, erosion control, cross sections, temporary traffic control plans. Responsible for overseeing the development of 3D design of the corridor, typical section package, earthwork quantities/analysis, design exception/exceptions, pavement design report and coordination with the different disciplines to ensure accuracy with subconsultants design. Conducted lane closure analysis to ensure traffic is not affected during construction. Prepared engineer's estimates and FDOT's Long Range Estimates (LRE) to accurate estimate project's cost. The project involves resurfacing and superelevation correction along 6.5 miles of SR 500 (US-192) within Osceola County. Project Cost: \$8.5 million

SR 46 Resurfacing from US 17/92 to Mellonville Avenue, FDOT District Five — Deputy project manager/roadway lead engineer in charge of the preparation of roadway plans which included plan sheets, cross sections, erosion control and temporary traffic control plans. Responsible for developing 3D design of the corridor, typical section package, earthwork quantities/ analysis, design exception/ variations, pavement design report and coordination with the different disciplines to ensure accuracy with subconsultants design. Conducted lane closure analysis to ensure traffic is not affected during construction. Prepared engineer's estimates and FDOT's Long Range Estimates (LRE) to accurate estimate project's cost. This project consists of lane repurposing to introduce bike lanes and a shared-use path, milling and resurfacing of the pavement, access management, median improvements, reconstruction of pedestrian curb ramps, drainage improvements, and other safety improvements along 1.0 miles of a five-lane, urban roadway in the City of Sanford. Project Cost: \$1.3 million

SR 100 from N. Palmetto Street to Old Kings Road, FDOT District Five — Deputy project manager/ roadway lead engineer in charge of preparation of roadway plans which included plan sheets, cross sections, erosion control and temporary traffic control plans. Responsible for developing 3D design of the corridor, typical section package, earthwork quantities/analysis, design exception/ variations, pavement design report and coordination with the different disciplines to ensure accuracy with subconsultants design. Conducted lane closure analysis to ensure traffic is not affected during construction. Prepared engineer's estimates and FDOT's LRE to accurate estimate project's cost. This project consists of milling and resurfacing of the pavement, extensions of turn lanes, adding sidewalks, drainage improvements, the addition of wrong-way driving detection on the I-95 ramps, traffic signal mast arms, intersection lighting, and other safety improvements along 4.5 miles of a six-lane, divided, rural roadway in the Cities of Bunnell and Palm Coast. Project Cost: \$15.3 million

SR 500 (US 441) Resurfacing and Safety Improvements from CR 437A/Central Avenue to north of Bradshaw Road, FDOT District Five — Deputy project manager/roadway lead engineer in charge of preparation of roadway plans which included plan sheets, cross sections, erosion control and temporary traffic control plans. Responsible for developing 3D design of the corridor, typical section package, earthwork quantities/analysis, design exception/exceptions, pavement design report and coordination with the different disciplines to ensure accuracy with subconsultants design. Conducted lane closure analysis to ensure traffic is not affected during construction. Prepared engineer's estimates and FDOT's LRE to accurate estimate project's cost. This project involves resurfacing, access management improvements, ADA ramp improvements and other safety improvements along 1 mile of SR 500 within Orange County. Design also included minor widening, lane reduction to introduce bike lanes and drainage improvements. Project Cost: \$3 million

PROFESSIONAL CREDENTIALS

- Master of Science, Civil Engineering, University of South Florida
- Bachelor of Science, Civil Engineering, University of South Florida
- Professional Engineer in Florida, #77621
- Road Safety Professional¹ in Florida, #1149

SPECIAL QUALIFICATIONS

- More than 16 years of progressive experience in transportation engineering in the design and management of roadway projects including resurfacing, reconstruction, and large-scale design build projects
- His experience ranges from a variety of roadway activities; including development of roadway alignments and profiles, typical section and pavement design packages, design variations and exceptions, development of roadway plans, signing and pavement markings plans, Traffic Control Plans, 3D modeling, and computation of construction quantities.
- As part of the FDOT D5 GEC, he was involved in managing and delivering one of the most successful Local Agency Projects (LAP) program in the state of Florida



Eric Benson, PE

Title: Project Engineer

Project Assignment: Roadway / Multimodal Design

RELEVANT EXPERIENCE

Lake County Round Lake Road, Tavares, FL — Project engineer. Kimley-Horn is providing professional engineering services for improvements to Round Lake Road. The existing segment of Round Lake Road from the Orange/Lake County line to Wolf Branch Road will consist of widening from the existing two lane rural roadway to a four lane divided urban roadway. From Wolf Branch Road to SR 44 a new four lane extension will be provided. Our services include roadway, drainage, permitting, signing and marking, signalization, right-of-way acquisition, geotechnical, and public involvement. The project included four roundabout designs at both existing intersections and new alignment. Project Cost: \$2.2 million

Legacy Trail Extension Design, Sarasota County, FL — Project analyst. Kimley-Horn is providing Sarasota County with trail design and related engineering and landscape architectural services for the Legacy Trail Extension project from Culverhouse Nature Park to Payne Park, as well as the North Port Connector trail from the east end of pavement on Forbes Trail to Warm Mineral Springs park. For these two segments, Kimley-Horn is providing trail design and related civil engineering, structural/bridge engineering, bridge inspection, planning/ landscape architecture, environmental assessment/permitting, stormwater management, utilities infrastructure, communication system, and community engagement services. Project Cost: \$31.5 million

Ward Trail Feasibility Study, Windermere, FL — Project engineer. As part of our continuing professional services contract, Kimley-Horn performed this multi-discipline analysis to evaluate the feasibility and create conceptual design plans for a multi-use trail, linear retention/water quality area, and linear park. The project included stakeholder and public outreach, environmental evaluations, drainage analysis, roadway design elements, lighting, landscape architecture, and structural analysis for the canal bridge. The portion of the trail spanning the canal is currently under design, including a multi-modal bridge and connections for golf carts to the adjacent roadway network. Project Cost: \$49,970

Wickham Road and Suntree Boulevard Intersection Improvements, Brevard County, FL — Project engineer. As part of a continuing services contract with Brevard County, Kimley-Horn was selected to provide professional engineering services for intersection improvements of Wickham Road and Suntree Boulevard. Our services include the preparation of construction plans for 1,800 linear feet of widening along Suntree Boulevard from Wickham Road. In addition, Suntree Boulevard will be designed as a four-lane curb and gutter facility, the existing dual left turn lanes on SB Wickham Road will be extended north by 370 linear feet, and the existing roadway will be milled and resurfaced. Pedestrian accommodations will be maintained throughout the entire project. Project Cost: \$258,177

Space Coast Trail PD&E Study and Final Design, FDOT District Five — Project analyst. Kimley-Horn led a PD&E study for three segments of Space Coast Trail. Our team evaluated shared-use trails, regional trail connections, and buffered bike lanes for crossing the Haulover Canal. The preliminary assessment involved data collection and conceptual design alternatives incorporating Complete Streets into the selected areas. Environmental services included habitat mapping, Florida scrub-jay surveys, gopher tortoise surveys, and writing and submittal of a NEPA documentation (Natural Resource Evaluation and Contamination Screening Evaluation Report). Public meetings helped gauge the community's input regarding the project. After completing the PD&E study for this 30-mile-long proposed 8- to 12-ft-wide bike/ped trail, Kimley-Horn was selected to design and prepare construction plans for the first 11-mile-long section. Design services include pavement design (concrete pavement for railroad crossing), structural design (box culvert and overhead cantilever signage), signing and pavement marking, milling and resurfacing, ADA accommodations, drainage design, intersection design, utility coordination, and environmental permitting. This project is part of a connected coast-to-coast bike/ped trail system extending across Florida from the Gulf of Mexico to Canaveral National Seashore. Project Cost: \$2.5M

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, Minnesota State University Mankato
- Professional Engineer in Florida, #93556, FL
- FDOT Maintenance of Traffic, #613980

SPECIAL QUALIFICATIONS

- More than seven years of experience, serving public and private sector clients on roadway and transportation engineering
- Experienced with many aspects of engineering consulting and design services, including horizontal and vertical roadway design, signing and pavement marking design, access management analysis, roundabout development and final design, and Project Development & Environment (PD&E) projects
- Experienced in comprehensive traffic operations and safety analyses
- Project experience includes design-build efforts, cost estimating, project scope development, and preparing construction drawings
- Proficient with software such as Microstation, AutoCAD, OpenRoads, and in 3D Corridor Modeling



Brian Mayer, PE

Title: Roadway Engineer

Project Assignment: Roadway / Multimodal Design

RELEVANT EXPERIENCE

Thompson Nursery Road Extension, Polk County, FL — Project engineer. Kimley-Horn is providing roadway and structural design services for this 6.4 mile widening and extension project between US 17 and West Lake Ruby Drive in Winter Haven. The project is being designed in phases, and Kimley-Horn has completed the design of Segment 1 and is finalizing an alignment study and final design plans for the design/construction of Segments 2, 4, and 5. Services also include structural design, signing and pavement marking, signalization design, environmental permitting, contamination assessments, utility coordination, drainage design, railroad coordination, and FDOT permitting. Project Cost: \$6.1 million

Coolidge Street Stormwater and Roadway Improvements, Eustis, FL — Project engineer. Kimley-Horn was selected by the City to provide engineering services for Coolidge Street stormwater and roadway improvements from Bates Avenue to Getford Road. Our team is providing the horizontal and vertical design of 2,700 feet of two-lane, undivided urban roadway with sidewalks for Coolidge Street within the existing right of way. This project also includes 4,550 linear feet of horizontal and vertical design of two-lane, undivided roadway with drop curbs and sidewalks where feasible along Virginia Avenue, Hollywood Avenue, Suane Avenue, Dixie Avenue, Harlem Avenue, Pine Avenue, and Grant Avenue. Reconstruction, widening, and pavement rehabilitation options that will be evaluated include milling and resurfacing and Full Depth Reclamation (FDR). Our services include roadway design, drainage design, environmental site assessment, permitting, lighting coordination, surveying and utility investigation services, geotechnical services, utility coordination, and project coordination. Project Cost: \$399,594

Grand National Drive, Orlando, FL — Project engineer. Kimley-Horn was retained to provide preliminary engineering, design, and preparation of construction plans for Grand National Drive from Oak Ridge Road to Sand Lake Road. The project involved widening the roadway to four lanes, drainage upgrades, access management features, enhancing pedestrian features, multiuse trails, other bicycling facilities, landscape architecture, OUC water main improvements, and City of Orlando wastewater main improvements. Additionally, modifications to the intersection of International Drive and Grand National Drive included a review of the existing mast arms structural capacity due to the additional signal head loading as well as maintaining the connection to the existing fiber optic network that is being impacted by the improvements. Project Cost: \$1.8 million

Daryl Carter Parkway from Palm Parkway to Apopka Vineland Road, Orange County, FL — Project engineer for Kimley-Horn team that provided design, permitting, bidding assistance, and construction phase services for a new 1.2 mile four-lane, divided urban facility connecting Palm Parkway and Apopka-Vineland Road in Orange County. The project also included improving pedestrian facilities, bike lanes, widening for turn lanes, milling, resurfacing, and overbuild along Palm Parkway and Apopka-Vineland Road, approximately 0.5 miles. Project Cost: \$33.2 million

CFX Design Consultant Services for CR 532 Widening from Old Lake Wilson Road to US 17/92, Orlando, FL — Project analyst. This project consists of a project development study followed by development of a design plans for construction of CR 532 (Osceola Polk Line Road) from Lake Wilson Road to US 17 (S. Orange Blossom Trail). The total project length is approximately 2.9 miles and extends from the existing four-lane section on the east side of the Lake Wilson Road intersection across the RR crossing west of US 17, whereupon the roadway will transition back to a two-lane section. The project includes construction of a four-lane divided roadway with multimodal accommodations as determined in the project development study, associated drainage improvements and storm water ponds, upgrading the Intelligent Transportation System, improving a CSX RR crossing, street lighting, and landscaping considerations. Project Cost: \$3.7 million

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida, #97384

SPECIAL QUALIFICATIONS

- Five years of experience in roadway design and preparation of construction plans
- Serves as lead corridor modeling designer on a variety of roadway projects
- Involvement in all aspects of plans production for numerous FDOT and municipal projects
- Knowledge of vertical and horizontal design based upon FDOT, MUTCD, and AASHTO standards
- Proficient in OpenRoads, MicroStation, corridor modeling, Geopak, and AutoTurn



Sarah Johnson, CE

Title: Associate

Project Assignment: Environmental / Permitting

RELEVANT EXPERIENCE

Poinciana Parkway Extension/I-4 Connector, Central Florida Expressway Authority, Orange, Osceola, and Polk Counties, FL — Environmental scientist for the Kimley-Horn team designing the extension of Apollo Beach Boulevard from US 41 to Paseo al Mar Boulevard that will result in a four-lane facility including the bridge over I 75 to the eastern limits of the conservation easement or approach tie-down. Environmental tasks include SWFWMD and USACE permitting, wetland delineation, preparing mitigation plans, conservation easement modification and coordination with multiple agencies. Extending Apollo Beach from US 41 to US 301 will serve as an alternative east/west connection ultimately reducing traffic demands on Big Bend Road. This work effort includes alignment and traffic studies; surveying; geotechnical exploration, testing, and analysis; preparing engineering reports with right-of-way maps and environmental documentation incorporating roadway, stormwater detention, and wetland mitigation requirements; permitting requirements; and determination of right-of-way requirements. Project Cost: \$2 million

Thompson Nursery Road Extension, Polk County, FL — Environmental scientist. Kimley-Horn is providing roadway and structural design services for this 6.4 mile widening and extension project between US 17 and West Lake Ruby Drive in Winter Haven. The project is being designed in phases, and Kimley-Horn has completed the design of Segment 1 and is finalizing an alignment study and final design plans for the design/construction of Segments 2, 4, and 5. Services also include structural design, signing and pavement marking, signalization design, environmental permitting, contamination assessments, utility coordination, drainage design, railroad coordination, and FDOT permitting. Project Cost: \$6.1 million

PD&E and Engineering & Design Services for Nova Road (CR532) Widening from US 192 to Future Sunbridge Parkway, Osceola County, FL — Environmental scientist. Kimley-Horn was selected to provide engineering and design services for the PD&E study for widening Nova Road. The project limits extend from US 192 to the future Sunbridge Parkway, with a total length of approximately 4.7 miles. Kimley-Horn will provide an alternatives evaluation for the construction of a four-lane divided roadway with multimodal accommodations, associated drainage improvements and storm water ponds, as well as upgrading the ITS, modification/replacement of two bridges over the canal system, and street lighting. Project Cost: \$869,717

Apollo Beach Boulevard Extension/I-75 Flyover, Hillsborough County, FL — Environmental scientist. Kimley-Horn was retained by Hillsborough County to provide professional engineering services for the extension design of Apollo Beach Boulevard from US 41 to Paseo al Mar Boulevard. This extension will result in a four-lane facility including the bridge over I-75 to the eastern limits of the conservation easement. Our tasks include permitting, wetland delineation, preparing mitigation plans, and coordinating and modifying conservation easement with multiple agencies. Extending Apollo Beach from US 41 to US 301 will serve as an alternative east/west connection which will ultimately reduce traffic demands on Big Bend Road. This work effort includes alignment and traffic studies; surveying; geotechnical exploration, testing, and analysis; preparation of engineering reports with right-of-way maps and environmental documentation incorporating roadway, stormwater detention, and wetland mitigation requirements; permitting requirements; and determination of right-of-way requirements. Permitting agencies include the Southwest Florida Water Management District (SWFWMD) and the U.S. Army Corps of Engineers (USACE). Project Cost: \$2.4 million

PROFESSIONAL CREDENTIALS

- Master of Science, Zoology, University of Oklahoma
- Bachelor of Arts, Zoology, Ohio Wesleyan University
- Certified Ecologist, Ecological Society of America (ESA)
- Gopher Tortoise Authorized Agent, the Florida Fish and Wildlife Conservation Commission (FWC), #GTA-18-00041B
- Approved Florida Manatee Observer, FWC
- Stormwater Management Inspector, the Florida Department of Environmental Protection (FDEP)

SPECIAL QUALIFICATIONS

- More than 20 years of experience in managing and conducting biological assessments, GIS, photointerpretation, and related studies
- Experienced in environmental assessments, mitigation plans, project management, wetland and protected species surveys, NEPA documentation and permitting
- Direct experience conducting protected species surveys for the Florida panther, crested caracara and nests, Florida scrub-jay, Big Cypress fox squirrel, gopher tortoise, red-cockaded woodpecker, wood stork, Florida bonneted bat, sand skink, West Indian manatee, bald eagle, Florida sandhill crane nests, protected wetland dependent and shore birds, southeastern American kestrel, and burrowing owls.



Jeff Hemphill, CNRP

Title: Environmental Scientist

Project Assignment: Environmental / Permitting

RELEVANT EXPERIENCE

PD&E and Engineering & Design Services for Nova Road (CR532) Widening from US 192 to Future Sunbridge Parkway, Osceola County, FL — Environmental scientist Kimley-Horn was selected to provide engineering and design services for the PD&E study for widening Nova Road. The project limits extend from US 192 to the future Sunbridge Parkway, with a total length of approximately 4.7 miles. Kimley-Horn will provide an alternatives evaluation for the construction of a four-lane divided roadway with multimodal accommodations, associated drainage improvements and storm water ponds, as well as upgrading the ITS, modification/replacement of two bridges over the canal system, and street lighting. Project Cost: \$869,717

Grand National Drive, Orlando, FL — Environmental scientist. Kimley-Horn was retained to provide preliminary engineering, design, and preparation of construction plans for Grand National Drive from Oak Ridge Road to Sand Lake Road. The project involved widening the roadway to four lanes, drainage upgrades, access management features, enhancing pedestrian features, multiuse trails, other bicycling facilities, landscape architecture, OUC water main improvements, and City of Orlando wastewater main improvements. Additionally, modifications to the intersection of International Drive and Grand National Drive included a review of the existing mast arms structural capacity due to the additional signal head loading as well as maintaining the connection to the existing fiber optic network that is being impacted by the improvements. Project Cost: \$1.8 million

Thompson Nursery Road Extension, Polk County, FL — Environmental scientist. Kimley-Horn is providing roadway and structural design services for this 6.4 mile widening and extension project between US 17 and West Lake Ruby Drive in Winter Haven. The project is being designed in phases, and Kimley-Horn has completed the design of Segment 1 and is finalizing an alignment study and final design plans for the design/construction of Segments 2, 4, and 5. Services also include structural design, signing and pavement marking, signalization design, environmental permitting, contamination assessments, utility coordination, drainage design, railroad coordination, and FDOT permitting. Project Cost: \$6.1 million

Ridgewood Lakes, Phase 1, Polk County, FL — Environmental scientist. Kimley-Horn is providing professional engineering services for this 350-unit multifamily apartment complex, located on 24.79 acres the northern side of Ernie Caldwell Boulevard in Polk County. Our services include permitting with the SWFWMD Environmental Resource Permit (ERP), environmental site assessment, site reconnaissance, boundary and topographic survey, wetland delineation survey, tree survey, and traffic impact analysis (TIA). Project Cost: \$730,560

Central Polk Parkway from US 17 to SR 60, Florida's Turnpike Enterprise (FTE), Polk County, FL Environmental scientist. Kimley-Horn is providing roadway design services and NexGEN plans for the design of a new four-lane divided limited access toll facility, including an interchange at US 17 (SR 35) and a new at-grade intersection at state road 60. This is a pilot project for FTE with the objective of delivering a fully integrated three-dimensional electronic model of the new road. A two-dimensional NexGEN large format plan will be produced to convey the design intent with internal and external stakeholders of information that does not lend itself to the three dimensional model. Environmental tasks included crested caracara survey, sand skink survey, Florida bonneted bat survey, coordination with USFWS and environmental documentation for the permit application submittal. Project Cost: \$450,000

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Environmental Science, Florida State University
- Certified Natural Resources Professional, #16123027360230302
- Certificate, HAZWOPER, Safety Unlimited

SPECIAL QUALIFICATIONS

- Eight years of experience working in environmental regulatory compliance
- As a wildlife biologist, he conducted numerous wildlife surveys, habitat analyses, threatened and endangered species evaluations
- Served as the environmental monitor for multiple projects
- Experienced in preparing Biological Evaluations (BEs), Preliminary Initial Site Assessments (PISAs), Phase I (Environmental Site Assessments (ESAs), Section 404 Preliminary Jurisdictional Delineations (PJDs), and Nationwide Permit (NWP) Applications
- National Environmental Policy Act (NEPA) experience includes Categorical Exclusions (CEs)
- Geographic information systems (GIS) experience with data collection, geographic analysis, information conversion, and cartographic display
- Proficient in the use of Environmental Systems Research Institute (ESRI) GIS applications and extensions



Tori Bacheler, PWS

Title: Associate

Project Assignment: Environmental / Permitting

RELEVANT EXPERIENCE

Fort Hamer Road and Bridge PD&E Study and Final Design, Manatee County, FL — Environmental scientist. Kimley-Horn was the prime consultant for the PD&E study and final design for widening of the existing two-lane Fort Hamer Road to four lanes from Upper Manatee River Road to US 301, approximately four miles, within unincorporated Manatee County. The scope of services included an evaluation of the traffic needs, intersection control evaluations, pond siting, bridge analysis, bridge hydraulics, contamination screening, natural resource evaluation, cultural resource assessment, and public involvement to FDOT standards. The PD&E study was conducted to FDOT standards to maintain federal funding eligibility for future phases. The bridge (Bridge #134123) included within the project limits, carrying Fort Hamer Road across the Manatee River, is also proposed to be widened to four lanes. The goal of this project is to address the capacity and transportation demand of the corridor while enhancing safety conditions and better accommodating multimodal activity within the area. The PD&E study began in 2023 and the final design is anticipated to be complete in 2026. Project Cost: \$800,000

CFX Design Consultant Services for CR 532 Widening from Old Lake Wilson Road to US 17/92, Orlando, FL — Environmental scientist. This project consists of a project development study followed by development of a design plans for construction of CR 532 (Osceola Polk Line Road) from Lake Wilson Road to US 17 (S. Orange Blossom Trail). The total project length is approximately 2.9 miles and extends from the existing four-lane section on the east side of the Lake Wilson Road intersection across the RR crossing west of US 17, whereupon the roadway will transition back to a two-lane section. The project includes construction of a four-lane divided roadway with multimodal accommodations as determined in the project development study, associated drainage improvements and storm water ponds, upgrading the Intelligent Transportation System, improving a CSX RR crossing, street lighting, and landscaping considerations. Project Cost: \$3.7 million

Poinciana Parkway Extension/I-4 Connector, Central Florida Expressway Authority, Orange, Osceola, and Polk Counties, FL — Environmental scientist responsible for writing detailed Feasibility Report, which included impact analysis and a proposed mitigation plan. Kimley-Horn conducted a Concept, Feasibility and Mobility Study for this planned expressway which widens the existing Poinciana Parkway and extends it to I-4. Existing environmental and physical constraints were identified, which included mitigation banks, cemeteries and extensive utilities. Alternative alignments were developed to minimize impacts and these alternatives are currently being evaluated. Due to development, a cemetery and utility constraints, a critical factor for determining feasibility of the expressway is its interchange connection to I-4; therefore, interchange concepts were developed to determine the feasibility of tying into I-4 at two different locations. Extensive stakeholder meetings and coordination occurred with property owners, utilities, developers, local governments, FDOT and Florida's Turnpike. Analyzed information using GIS, microstation, AutoCAD, Microsoft products to compare alternatives for right-of-way impacts. Utilized GIS to create graphics to be used in presentations. Each of these tasks included creating and modifying GIS graphics, shapefiles, and geodatabases and running geoprocessing tools to analyze the information. Gathered information from external databases to be analyzed internally and then displayed on the boards. The final deliverable was a geodatabase, table of right-of-way impacts, and GIS graphics. Project Cost: \$2 million

PROFESSIONAL CREDENTIALS

- Master of Science, Marine and Environmental Biology, Nicholls State University
- Bachelor of Science, Wildlife Ecology and Conservation, University of Florida
- Gopher Tortoise Agent in Florida, GTA-22-00003
- Professional Wetland Scientist in Florida, #3486

SPECIAL QUALIFICATIONS

- Experience working with municipal, state, and federal agencies such as the U.S. Army Corps of Engineers and Water Management Districts
- Has more than 12 years of experience conducting wetland delineations, Florida scrub-jay surveys, gopher tortoise surveys and relocations, sand and blue-tailed mole skink overboard surveys, Johnson's seagrass surveys, crested caracara surveys, wood stork, Florida sandhill crane, Florida burrowing owl, and protected wading birds surveys
- Experience with NEPA documentation (Environmental Assessments, Categorical Exclusions, Natural Resource Evaluations, Sociocultural Effects Report, Contamination Screening Evaluation Reports, Section 4(f) Determination of Applicability)
- Experience with environmental permitting for a vast array of projects
- Advanced SCUBA diver with over 100 logged dives and certifications in Cavern Diver, Nitrox, and AAUS pending certification



Tiffany Parker, PE

Title: Project Engineer

Project Assignment: Utility Coordination

RELEVANT EXPERIENCE

Wahneta Street (Rifle Range Road) Lighting Improvement Project, Polk County, FL — Engineer of record. Kimley-Horn provided analysis and construction documents for 2.2 miles of roadway along Rifle Range Road. This project was fast paced, with S&S only six months after NTP. The primary purpose of this project is to enhance safety, mobility and access on this corridor for all road users considering context-sensitive design which involves opportunities and limitations. A secondary purpose for undertaking this project is to renew the aesthetic and stimulate economic growth in the Wahneta neighborhood. This project was LAP funded requiring coordination with the FDOT as well as design approval. Contaminated sites were found during design and additional coordination was needed to ensure a safe and acceptable design. In addition to the County and the FDOT coordination among numerous utilities, existing and proposed for construction was required. Project Cost: \$110,000

Thompson Nursery Road Extension, Polk County, FL — Project engineer. Kimley-Horn is providing roadway and structural design services for this 6.4 mile widening and extension project between US 17 and West Lake Ruby Drive in Winter Haven. The project is being designed in phases, and Kimley-Horn has completed the design of Segment 1 and is finalizing an alignment study and final design plans for the design/construction of Segments 2, 4, and 5. Services also include structural design, signing and pavement marking, signalization design, environmental permitting, contamination assessments, utility coordination, drainage design, railroad coordination, and FDOT permitting. Project Cost: \$6.1 million

West Dearborn Street and South McCall Road Improvements, Sarasota County, FL — Lighting design engineer. Responsibilities included analysis and design of proposed light pole locations, utility coordination, and lighting plans preparation. This project consists of the reconstruction of the downtown Englewood corridor along West Dearborn Street from Indiana Avenue to Old Englewood Road. The project included corridor lighting design plans for both West Dearborn Street and South McCall Road to enhance safety and serve the multi-use nature of the area. In addition, landscape, hardscape, and wayfinding signing were included as part of the project. A gateway feature which spans the roadway was custom designed and included to establish the sense of place when users arrive along the corridor. Project Cost: \$1.2 million

Grand National Drive, Orlando, FL — Project engineer. Kimley-Horn was retained to provide preliminary engineering, design, and preparation of construction plans for Grand National Drive from Oak Ridge Road to Sand Lake Road. The project involved widening the roadway to four lanes, drainage upgrades, access management features, enhancing pedestrian features, multiuse trails, other bicycling facilities, landscape architecture, OUC water main improvements, and City of Orlando wastewater main improvements. Additionally, modifications to the intersection of International Drive and Grand National Drive included a review of the existing mast arms structural capacity due to the additional signal head loading as well as maintaining the connection to the existing fiber optic network that is being impacted by the improvements. Project Cost: \$1.8 million

Lighting Design Analysis and Signal Design for the Intersection of Big Bend Road and Powell Road, Hillsborough County, FL — Lighting and signal design engineer. Provided lighting design analyses for luminaire placement, signal design, signing and pavement marking design, interconnect design, plans preparation, and coordinated with utility providers during the plans development stage. Project Cost: \$31,750

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida, #87920
- FDOT Temporary Traffic Control, #608440
- Society of Women Engineers (SWE)

SPECIAL QUALIFICATIONS

- More than 10 years of experience in transportation engineering
- Experience in transportation planning providing regional trip distribution analysis, multimodal transportation planning, GIS support, corridor studies, and traffic impact studies
- Traffic operations and design experience including signal design, signing and pavement marking layouts, signal warrant analyses, and lighting design
- Technical experience in analysis and design software includes MicroStation, AutoCAD, CUBE, GIS, Synchro, SIDRA, and AGI32



Laura Wittenbauer

Title: Planner

Project Assignment: Grants

RELEVANT EXPERIENCE

Ocoee-Apopka Road Safety Widening Project, Apopka, FL — Project manager. Ocoee-Apopka Road, an urban major collector serving local, regional, and national trips, is one of two main roads providing access to Downtown Apopka from the Cities of Ocoee and Winter Garden and unincorporated Orange County. The grant will fund construction activities related to widening the corridor to four-lanes with a divided roadway, landscaping, the addition of sidewalks, and the inclusion of a multi-use trail along the corridor aligning with Apopka's Trails Master Plan. The project will provide connections to three current trails in Apopka, while tying into the vast trail network spanning across Orange, Osceola, Lake, Seminole, and Brevard counties. Project Cost: \$38,000

Miscellaneous Grant Services, Boynton Beach, FL — Project planner. Prepared a Rebuild Florida Community Development Block Grant – Mitigation (CDBG-MIT) General Infrastructure Grant application on behalf of the City of Boynton Beach for infrastructure improvements to the San Castle neighborhood. The funds will be used for critical upgrades to an underserved population by improving road, utility, and stormwater components. It will raise the quality of life for the residents by providing a reliable source of drinking water, the ability to move freely in and out of the neighborhood, and knowing that stormwater will properly drain following a major rain event. The project was selected as one of 17 of 246 applications and the City was awarded the full funding of \$16,500,000. Project Cost: \$249,014

Heart of Boynton Utility Retrofit FEMA BRIC Grant Project, Boynton Beach, FL — Grant specialist. Prepared a FEMA Building Resilient Communities and Infrastructure General Infrastructure (BRIC) Grant application on behalf of the City of Boynton Beach for infrastructure improvements to the Heart of Boynton neighborhood. The funds will be used for critical upgrades to an underserved population by improving water, wastewater, and stormwater components with roadway improvements in the areas disturbed by the mitigation activities. Kimley-Horn counseled the client, prepared the draft application, coordinated with other City consultants, and responded to the requests for additional information from the State of Florida Division of Emergency Management (FDEM). The City requested \$29,399,534 in Federal funding and will provide a local match of \$12,599,801 (30%) of the total \$41,999,335 project cost. Award announcements for this grant cycle are anticipated in the summer of 2023. Project Cost: \$249,014

High Ridge TOD RAISE Grant, Boynton Beach, FL — Grant specialist. Kimley-Horn provided grant writing services for a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant to conduct extensive feasibility studies for a Transit Oriented Development (TOD) for the High Ridge neighborhood. TODs are designed to connect people, traffic, and other activities around a transit station or transit hub. The High Ridge area of Boynton Beach is nestled around I-95 and Gateway Boulevard. The specific boundary of what the High Ridge TOD should include will be identified through the completion of multiple land use, transportation, and economic development studies and analyses. Project Cost: \$34,715

The Stockyards/Panther Island Connectivity Project, Fort Worth, TX — Grant writer. Provided grant writing services for a Federal Railroad Administration Rail Crossing Elimination Program. The Project addresses grade separation by means of a bridge overpass to the railways below. The bridge connection will provide access to and from the 98-acre destination of the historic Fort Worth Stockyards. The bridge, additional roadway (including pedestrian and bicycle access), and signalization will provide equitable access, increased safety, increased access to jobs, and decreased traffic west of the Stockyard location; all while addressing the mobility of people and goods. The Project is eligible as it will enhance multimodal connections. Project Cost: \$33,000

PROFESSIONAL CREDENTIALS

- Masters, Business Administration, University of Phoenix/Nellis AFB
- Bachelors of Science, Social Work, Florida State University
- Associate of Arts, Business Administration, Pensacola State College

SPECIAL QUALIFICATIONS

- More than 43 years of roadway design and maintenance of traffic experience in Florida, North Carolina, South Carolina, New York, New Jersey, and Puerto Rico
- Served as engineer of record and project manager for dozens of transportation improvements ranging from resurfacing, restoration, and rehabilitation (RRR) projects to large-scale interstate design and interchange replacements
- Experience also includes QC reviews for stormwater/drainage and safety projects, as well as field work
- Worked extensively in FDOT Districts One, Two, Five, and Seven
- Certified in advanced traffic control, specifications, and long-range estimate preparation with FDOT stormwater/drainage and safety projects



Mark Grande, PE

Title: Project Engineer

Project Assignment: Construction Engineering Services

RELEVANT EXPERIENCE

Engineering Services for Grand National Drive and Greenbriar Parkway Widening, Orlando, FL — Project engineer. Kimley-Horn was retained to provide preliminary engineering, design, and preparation of construction plans for Grand National Drive from Oak Ridge Road to Sand Lake Road. The project involved widening the roadway to four lanes, drainage upgrades, access management features, enhancing pedestrian features, multiuse trails, other bicycling facilities, landscape architecture, OUC water main improvements, and City of Orlando wastewater main improvements. Additionally, modifications to the intersection of International Drive and Grand National Drive included a review of the existing mastarms structural capacity due to the additional signal head loading as well as maintaining the connection to the existing fiber optic network that is being impacted by the improvements. Project Cost: \$1.89M

O-Town West, Orlando, FL — Project engineer. Kimley-Horn is providing professional engineering, landscape architecture, and master planning services to develop 70 acres. At the project's inception, Kimley-Horn provided master site planning for the entire development. This multi-use project currently includes planning and design for 250,000 square feet of commercial retail and restaurant space, 894 multifamily units, 318,000 square feet of office space slated for the Marriott Vacations World Headquarters, and a future 165- room boutique hotel. Permitting is being obtained through Orange County, the Florida Department of Environmental Protection (FDEP), the South Florida Water Management District (SFWMD), the Florida Department of Transportation (FDOT), and the Reedy Creek Improvement District (RCID) Drainage Review. Project Cost: \$471,395

Replacement of Two Miles of 42-inch PCCP Force Main for Universal Studios (aka 42-inch Force Main Relocation), Orange County, FL — Construction administrator. This project included the relocation of 7,200 linear feet (LF) of 42-inch PCCP force main and 2,800 LF of 36-inch ductile iron pipe (DIP) force main. Replacement used 8,000 LF of 42-inch PVC force main and 2,800 LF of 54-inch PVC force main. The majority of the force main was installed via open cut and included one canal crossing. The force main connects on site at Orange County Utilities' South Water Reclamation Facility. Project Cost: \$510,163

Daytona Beach International Airport (DAB) South Parcels, Daytona, FL — Project engineer. Kimley-horn was selected by Volusia County to provide services required to plan for the future development of south parcels at Daytona beach international airport. The purpose of these services was to identify environmental and drainage/floodplain constraints and to complete the necessary engineering to obtain a conceptual permit through the St. Johns River Water Management District (SJRWMD). The project included a stormwater master plan for the entirety of the south parcels, development of a stormwater model in ICPR v4, including modeling of off-site basin flows into the site, preparation of the permit package for a conceptual approval permit through SJRWMD, and mapping to accurately show what the future base flood elevations (BFES) for the south parcels would be under the proposed development plan. The tasks involved in this effort included the development of hydraulic analysis for FEMA CLOMR permitting, coordination with FEMA and Volusia county for historic documentation research, development of a FEMA CLOMR permit package, establish BFES, and permitting of the conceptual approval permit through SJRWMD, and development of conceptual stormwater and mass grading plans. Project Cost: \$183,970

GOAA Employee Parking Facility, Greater Orlando Aviation Authority, Orlando, FL — Project engineer. Kimley-Horn provided civil engineering services for the new 15-acre employee parking facility that will provide ground transportation and parking facilities to serve the new South Terminal Complex. The facility will include a new 5,000-square-foot covered bus canopy, guard booth, concrete bus road, site lighting, water distribution main and reclaim water main relocation, new lift station, site security, and associated infrastructure. Project Cost: \$67,000

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering, Florida State University
- Professional Engineer in Florida, #87476
- OSHA 10 Hour Certification

SPECIAL QUALIFICATIONS

- More than 10 years of experience in design, permitting, construction administration, and inspection
- Conducts various on-site and field related operations during construction
- Evaluates construction progress for conformance with plans/specifications, documenting with photos and reporting the activities and observations of each investigation



Robert Joel, PE

Title: Project Engineer

Project Assignment: Construction Engineering Services

RELEVANT EXPERIENCE

Engineering Services for Miscellaneous Transportation Itemized Projects, Alachua County, FL — Quality control manager. Kimley-Horn was retained to provide new roadway design and/or studies for roadway projects, preparation of engineering documents, and design procedures, repair, resurfacing, and rehabilitation projects, construction engineering inspection services (CEI), site design for County facilities as well as associated activities. Such activities may include new roadway design for arterial and collector roads, signalization, intersection improvements, the design of open and closed drainage systems, utility design, utility relocation plans, maintenance of traffic plans, bridge design, structural design, railroad crossings, FDOT permits, stormwater permits, environmental permits, traffic engineering applications, minor traffic operations improvements, and other appurtenances. Project Cost: \$197,102

Collins Street Complete Street Improvements, Plant City, FL — Quality control manager. Kimley-Horn was retained by the City of Plant City to provide engineering design services for the Collins Street Complete Street Improvements Project. It was the City's goal to convert the existing urban four-lane corridor into a pedestrian and bicycle accessible corridor with streetscape enhancements to form a walkable community street as part of the midtown redevelopment plan. The design improvements will reconfigure the four-lane corridor to provide for two lanes with buffered bicycle lanes with on-street parking and implement streetscape elements including landscaped pedestrian zones, decorative street lighting, and traffic signal upgrades. The streetscape improvements include relocating all above ground overhead utility lines to underground service. Design services included roadway and drainage, hardscape, landscape and irrigation plans, traffic signalization, street and sidewalk lighting plans. Project Cost: \$274,977

Modern Roundabout Improvement Design/PD&E for US 41 and Gulfstream, FDOT District One, Sarasota, FL

— Quality control manager. Kimley-Horn performed engineering services for the state's first State-Wide Acceleration and Transformation (SWAT) project for the multilane roundabout. Designated as a SWAT project, the PD&E and design efforts overlap to reduce schedule and streamline efficiency. This project included full reconstruction of the intersection to a roundabout configuration, pedestrian signals, lighting, landscape, ADA, and drainage improvements. This is the first partial 3 lane roundabout in the state and due to its complexity, an emphasis has been placed on public involvement for this project. Design improvements for this constrained urban intersection addressed multimodal transportation, pedestrian connectivity/safety enhancements, and balanced roundabout performance criteria such as fastest path analysis and design vehicle movements. Due to high pedestrian volumes, FDOT is implementing the use of High Intensity Activated Crosswalks or Hawk signals. Project Cost: \$2.8 million

Legacy Trail Extension Design, Sarasota County, FL — Quality control manager. Kimley-Horn is providing trail design and related engineering and landscape architectural services for the 8.9-mile Legacy Trail Extension project from Culverhouse Nature Park to Payne Park, as well as the 4.8-mile North Port Connector trail from the east end of pavement on Forbes Trail to Warm Mineral Springs park. For these two segments, Kimley-Horn is providing trail design and related civil engineering, structural/bridge engineering, bridge inspection, planning/landscape architecture, environmental assessment/permitting, stormwater management, utilities infrastructure, communication system, and community engagement services. Project Cost: \$31.5 million

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Civil Engineering Technology, Roger Williams University
- Professional Engineer in Florida, #52479
- Traffic Control Plan Design, FDOT
- LRE New User Training, FDOT
- Specifications Package Preparation for Consultants Training, FDOT

SPECIAL QUALIFICATIONS

- More than 43 years of roadway design and maintenance of traffic experience in Florida, North Carolina, South Carolina, New York, New Jersey, and Puerto Rico
- Served as engineer of record and project manager for dozens of transportation improvements ranging from resurfacing, restoration, and rehabilitation (RRR) projects to large-scale interstate design and interchange replacements
- Experience also includes QC reviews for stormwater/drainage and safety projects, as well as field work
- Worked extensively in FDOT Districts One, Two, Five, and Seven
- Certified in advanced traffic control, specifications, and long-range estimate preparation with FDOT stormwater/drainage and safety projects



Jeraldo Comellas, Jr., PE
President

Contract Role: SUE Lead

Years' Experience: 38

Education

- B.S., Civil Engineering,
University of South Florida, 1986
- A.A., Engineering, Hillsborough
Community College, 1982

Professional Registrations

- Professional Engineer (PE) –
Florida - #45838
- Professional Engineer (PE) –
Mississippi - #27049
- Professional Engineer (PE) –
Louisiana - #41310

Professional Affiliations

- Florida Engineering Society
(FES)
- American Society of Civil
Engineers (ASCE)
- American Society of Highway
Engineers (ASHE)
- Society of Hispanic Professional
Engineers (SHPE)

Summary of Experience

Mr. Comellas is President of ECHO UES Inc. (ECHO) and serves as the leader of the business with primary control of the company's staff, assets, and financial resources. He has 38 years of civil engineering and survey experience and orchestrates the hiring of leadership and expansion of the business as well as risk management.

Mr. Comellas is highly experienced in managing multi-service projects, ensuring clients' needs and deadlines are met. Mr. Comellas founded ECHO as President and, with a few strategic partners, established three offices located in Tampa, Oviedo, and Gainesville. He has played an instrumental role in launching and growing ECHO's footprint for subsurface utility engineering and surveying services in the transportation design and design-build project industry. Mr. Comellas' knowledge and experience obtained during his nearly 20 years with the Florida Department of Transportation (FDOT D1 & D7) and his 18 years in the private consultant engineering sector has contributed to his past success serving various clients in managing subsurface utility engineering and utility coordination contracts.

Mr. Comellas will serve as SUE Lead on this contract. In this role, he will support the Engineer of Record, as needed, with scope and estimate development, the financial oversight of the projects in addition to ensuring adequate equipment and staff are available to meet scheduled tasks.

Significant Projects

Rockridge Road Bridge Replacement, Polk County, FL: This project consists of providing professional engineering services for the bridge replacement on Rockridge Road inclusive of construction, analyses, and plans. ECHO was requested to provide subsurface utility engineering and utility coordination services. Mr. Comellas currently serves as SUE lead. **Project Cost: \$14,300**

Lake Victoria Outfall Drainage Improvements, Polk County, FL: This project is part of a drainage improvement continuing service contract for the county and consists of conducting a watershed evaluation of the Lake Victoria area and evaluating alternatives for updating the existing drainage system for the neighborhood. At the conclusion of the evaluation, the project will also require necessary design, engineering, and post-design services. ECHO provides survey and subsurface utility engineering services for this project. Mr. Comellas currently serves as SUE lead. **Project Cost: \$29,700**

West Pipkin Road Widening Project, Polk County, FL: Mr. Comellas served as the SUE Lead for this project where ECHO provided Subsurface Utility Engineering services, which included designating and locating the position of underground utilities in areas where design elements were in potential conflict with utilities. **Project Cost: \$125,000**

Thompson Nursery Road, Polk County, FL: Thompson Nursery Road is a proposed four-lane urban collector roadway located to the south of Winter Haven. The corridor limits of the Project are from the intersection of US 17 @ SR 540 to the intersection of Thompson Nursery Road @ West Lake Ruby Drive. This project consists of the final design and construction of this new roadway. ECHO was requested to provide survey, subsurface utility engineering, and utility coordination services. Mr. Comellas currently serves as SUE lead. **Project Cost: \$125,800**

Fawn Ridge Blvd at Citrus Park Drive Drainage Improvements, Hillsborough County, FL: This project consisted of design services for improvements to address minor drainage improvements around the intersection of the Citrus Park Drive extension and Fawn Ridge. ECHO provided survey and subsurface utility engineering services. Mr. Comellas served as SUE lead. **Project Cost: \$22,200**

Grow, Inspire, Make a Difference



Mike Patterson, PSM
Vice President

Contract Role: Senior Surveyor

Years' Experience: 23

Education

- B.S., Surveying, Pennsylvania State University, 2001

Professional Registrations

- Florida Professional Surveyor & Mapper – LS 6560

Professional Affiliations

- Florida Surveying and Mapping Society

Summary of Experience

Mr. Patterson has 23 years of experience providing surveying, mapping, and subsurface utility engineering professional services on a multitude of transportation projects throughout Florida. Mr. Patterson has supervised and participated in many surveying projects including right-of-way control surveys, right-of-way mapping, geodetic control surveys, design/topographic surveys, boundary surveys, and subsurface utility surveys. He has developed standards and procedures for field and office work to increase efficiency and quality of the produced deliverables while always focusing on safety.

As Vice President of Surveying of ECHO UES, Inc., Mr. Patterson is involved with Standard Operating Procedure (SOP) development and implementation, staff training, quality control, technical leadership, and general business tasks pertaining to ECHO's partners.

Significant Projects

Lake Victoria Outfall Drainage Improvements, Polk County, FL: This project is part of a drainage improvement continuing service contract for the county and consists of conducting a watershed evaluation of the Lake Victoria area and evaluating alternatives for updating the existing drainage system for the neighborhood. At the conclusion of the evaluation, the project will also require necessary design, engineering, and post-design services. ECHO provides survey and subsurface utility engineering services for this project. Mr. Patterson serves as survey lead. **Project Cost: \$29,700**

Thompson Nursery Road, Polk County, FL: Thompson Nursery Road is a proposed four-lane urban collector roadway located to the south of Winter Haven. The corridor limits of the Project are from the intersection of US 17 @ SR 540 to the intersection of Thompson Nursery Road @ West Lake Ruby Drive. This project consists of the final design and construction of this new roadway. ECHO was requested to provide survey, subsurface utility engineering, and utility coordination services. Mr. Patterson serves as survey lead. **Project Cost: \$125,800**

Polk County NE2 & NW Generators Site Improvements, Polk County, FL: Mr. Patterson served as the Senior Surveyor for this project where ECHO provided Subsurface Utility Engineering and Topographic Survey services which resulted in designating and locating the position of underground utilities located at the project generator sites defined within the project scope. **Project Cost: \$14,975**

US 92/SR 600 at Fish Hatchery Road, Polk County, FDOT District 1 (FPN 4419983-1): Mr. Patterson served as the project manager and surveyor of record for this design project in which ECHO is responsible for establishing horizontal and vertical control, retracing the historic alignment, R/W calculation from record information (R/W maps, plats, last deed of record), topographic survey, survey of geotechnical borings and designating (CI/ASCE 38-02 Quality Level B) and locating (CI/ASCE 38-02 Quality Level A) subsurface utility engineering. **Project Cost: \$112,900**

Fawn Ridge Blvd at Citrus Park Drive Drainage Improvements, Hillsborough County, FL: This project consisted of design services for improvements to address minor drainage improvements around the intersection of the Citrus Park Drive extension and Fawn Ridge. ECHO provided survey and subsurface utility engineering services. Mr. Patterson served as survey lead. **Project Cost: \$22,200**

Grow, Inspire, Make a Difference



ERIC A. MCARA, P.E. VICE PRESIDENT OF ENGINEERING

Mr. McARA has 20 years of experience as a geotechnical engineer as well as in construction materials testing and has directed hundreds of projects throughout the State of Florida. His expertise includes consulting for private sector clients, Florida Department of Transportation (FDOT), municipalities and counties and has overseen geotechnical explorations and evaluations for utility pipelines, schools, bike trails, recreational parks, subdivisions, water and wastewater treatment facilities, roadways/bridges projects, and transmission/substation sites. Mr. McARA has worked on detailed design studies including recommendations for drainage and foundation alternatives, pavement design, roadways, deep foundations, site grading, driven pile and drilled shaft foundation certifications, and demucking/backfilling or surcharge procedures for roadways/trails crossing over deposits of organic material.

PROJECT EXPERIENCE

Thompson Nursery Road Extension, Polk County, Florida

Geotechnical engineering evaluation and recommendations for new roadway alignment that included a new bridge over CFX railroad, retaining walls, miscellaneous structures, drainage and roadway. Geotechnical portion of the project was under \$15,000.

State Road 570 (Polk Parkway) Widening from MP 18 to MP 22, Polk County, Florida

Geotechnical engineering evaluation and recommendations for roadway widening along Polk Parkway which included new stormwater, retaining walls, and bridges. Geotechnical portion was about \$150,000.

SR 540 Extension, Polk County, Florida

Subsurface exploration and geotechnical engineering evaluation for new bridges, walls, miscellaneous structures, drainage and roadway. Geotechnical portion of the project was about \$200,000.

Florida Central Parkway Improvements, Seminole County, Florida

Soil survey for roadway shoulder widening, sidewalk construction and drainage improvements. The project also included the design of gravity walls with limited access. Geotechnical portion of the project was under \$12,000.

Fort Florida Road Utility Improvements, Volusia County, Florida

Subsurface exploration, pavement assessment, and geotechnical engineering evaluation for pavement and utility improvements. Geotechnical portion was under \$10,000.

SR 5 at Reed Canal, Volusia County, Florida

Subsurface exploration and geotechnical engineering evaluation for roadway, stormwater, and overhead sign structures. Geotechnical portion was under \$23,000.

Doherty Drive Extension, Brevard County, Florida

Geotechnical engineer overseeing the subsurface exploration and geotechnical engineering evaluation for roadway, utilities, and stormwater. Geotechnical portion of the project was under \$15,000.

S.R. 507 from Melbourne Avenue to Fee Avenue, Brevard County, Florida

Geotechnical engineer overseeing the subsurface exploration and geotechnical engineering evaluation for a roadway, stormwater including seepage analyses, utilities, retaining wall, and mast arms structures. Geotechnical portion was under \$80,000.

Gateway Drive and SR 434 Interchange Improvements, Seminole County, Florida

Soil survey for for new turn lanes. The project also included a new mast arm structures. Geotechnical portion of the project was under \$8,000.



Contact Information

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Sanford, FL 32771

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(407) 878-7033

Email:

ericm@ksmengengineering.net

Education

M.B.A., University of Central
Florida, 2012

B.S., Civil Engineering
University of Central Florida,
2004

Registrations

Registered Professional
Engineer, Florida #69841,
2009

Experience Highlights

Roadway Soil Surveys

Pavement Survey and
Evaluation

Stormwater Retention Pond
Analysis

Shallow and Deep
Foundation Design

Retaining Wall Design (MSE,
Gravity, Cantilever, Sheet
pile)

Drilled Shaft and Driven Pile
Foundation Certifications

POLK COUNTY

**North Rifle Range Road Drainage
& Sidewalk Improvements**

WAHNETA PROJECT

Tab 4

**Is the Firm a
“Polk County Entity?”**

TAB 4 – POLK COUNTY ENTITY

Kimley-Horn has continuously had an office in Polk County since April 2002. We are proud to have worked on projects with Polk County and the surrounding communities for many years, and our knowledge and understanding of the area has grown significantly with our decades of service in Florida. We are confident that our local presence and sensitivity to your community's concerns will benefit the County by providing you with unmatched accountability, responsiveness, and value.

Kimley-Horn Florida Region Headquarters

1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

Years at Location: 56

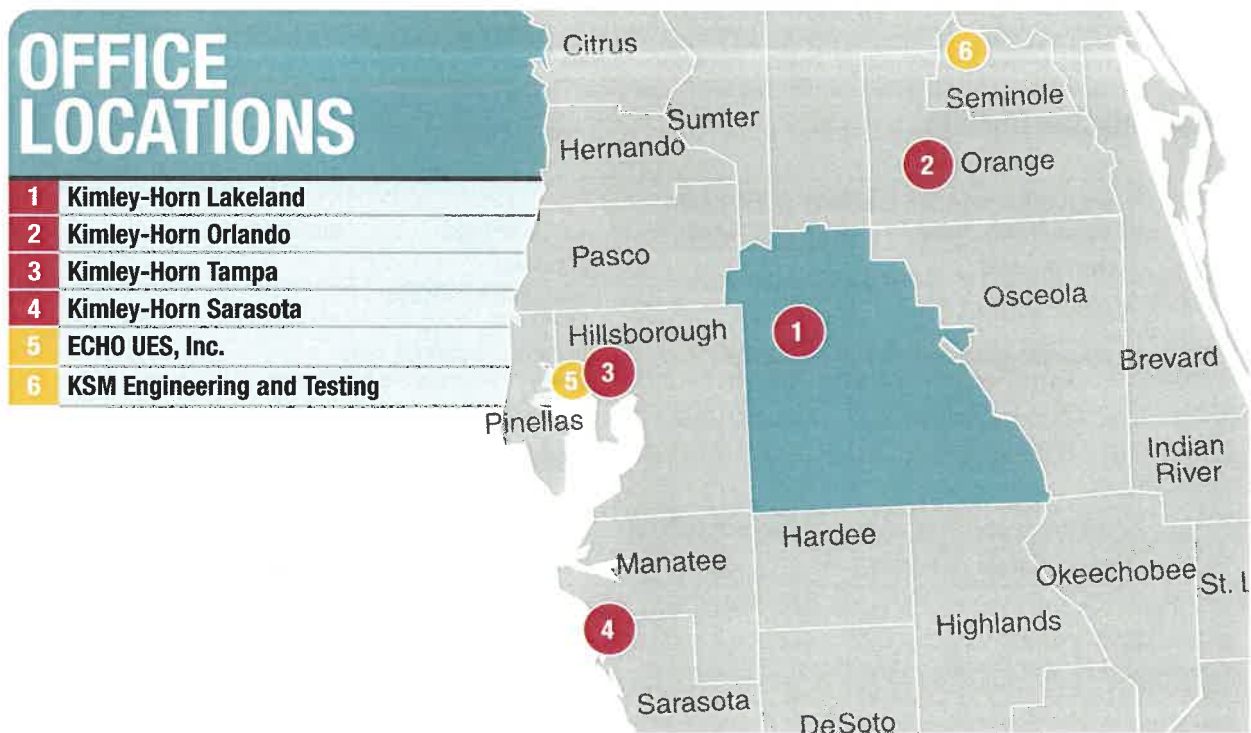
Number of Employees: 171

Kimley-Horn Lakeland (Your Local Polk County Office)

109 South Kentucky Avenue
Lakeland, FL 33801

Years at Location: 22

Number of Employees: 52



Kimley-Horn Orlando

200 South Orange Avenue
Suite 600
Orlando, FL 32801

Years at Location: 44

Number of Employees: 306

Kimley-Horn Sarasota

1800 2nd Street
Suite 900
Sarasota, FL 34236

Years at Location: 33

Number of Employees: 109

Kimley-Horn Tampa

201 North Franklin Street
Suite 1400
Tampa, FL 33602

Years at Location: 46

Number of Employees: 101

City of Lakeland Tax Receipt

BUSINESS TAX RECEIPT		Expires on: 9/30/2024
<i>Business Tax Office, 228 S Massachusetts Ave., Lakeland, FL 33801</i>		
Account Number:	1392456	This business tax receipt does not permit the holder to operate in violation of any City law, ordinance or regulation. Any change in location or ownership must be approved by the City Business Tax Section, subject to zoning restrictions. This Receipt does not constitute an endorsement, approval or disapproval of the holder's skill or competence or of the compliance or noncompliance of the holder with other laws, regulations or standards.
Workers:	17	
Square Footage:	5,300	
Fee:	\$494.31	
Location Address 109 KENTUCKY AVE S, LAKELAND, FL 33801		
Business Name & Mailing Address KIMLEY-HORN AND ASSOCIATES INC 421 FAYETTEVILLE ST STE 600 RALEIGH NC 27601		
		
RECEIPT MUST BE CONSPICUOUSLY DISPLAYED IN YOUR PLACE OF BUSINESS		VALID ONLY WHEN SIGNED

Polk County Tax Receipt

POLK COUNTY LOCAL BUSINESS TAX RECEIPT		
ACCOUNT NO. 2100	CLASS: B+	EXPIRES: 09/30/2024
OWNER NAME		LOCATION
MARK WILSON		109 S KENTUCKY AVE LAKELAND
BUSINESS NAME AND MAILING ADDRESS		CODE ACTIVITY TYPE
KIMLEY HORN AND ASSOCIATES,INC KIMLEY-HORN AND ASSOCIATES,INC ATT: CHRISTIAN RITCHIE 421 FAYETTEVILLE ST SUITE 600 RALEIGH, NC 27601		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 - 1695164 08/14/2023 OPY	OLP 57.75	KIMLEY HORN AND ASSOCIATES,INC

POLK COUNTY

**North Rifle Range Road Drainage
& Sidewalk Improvements**

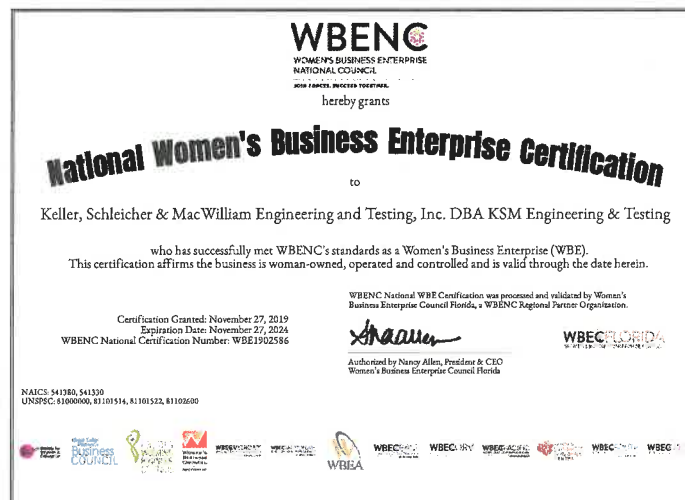
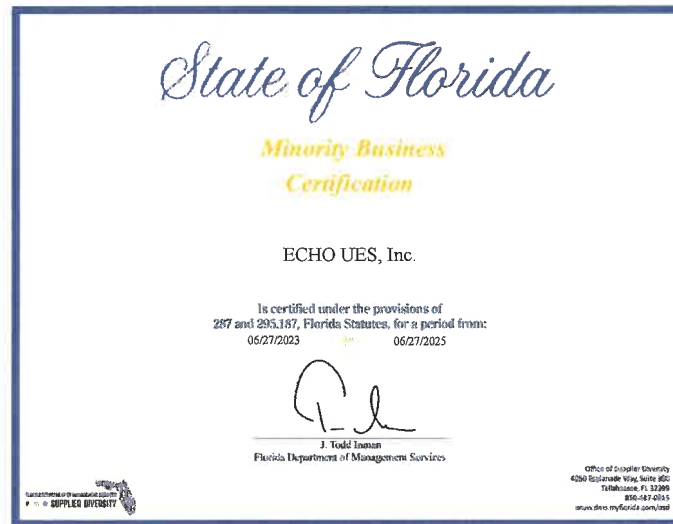
WAHNETA PROJECT

Tab 5

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

TAB 5 – IS THE FIRM A “CERTIFIED WOMAN OR MINORITY BUSINESS ENTERPRISE”

Kimley-Horn is not a certified Women or Minority Business Enterprise (W/MBE) firm, but through corporate policies and philosophy, the firm actively seeks to encourage and promote the use of W/MBE firms. Our firm is committed to providing opportunities for W/MBE and Disadvantaged Business Enterprise (DBE) firms. Kimley-Horn has a recognized track record of meeting or exceeding our clients' stated minority business participation goals. Qualified minority and woman-owned firms receive priority consideration when Kimley-Horn looks for suppliers to support its business operations. These businesses receive primary consideration in any proposal we submit for government contracts, as well as special consideration for proposals we submit for public sector projects. This commitment to W/MBE and DBE firms has resulted in Kimley-Horn contracting more than \$346.3 million with W/MBE and DBE businesses over the past five years. For this contract, Kimley-Horn has retained the services of the following W/MBE firms:



POLK COUNTY

**North Rifle Range Road Drainage
& Sidewalk Improvements**

WAHNETA PROJECT

Tab 6

**Interaction with County
and Regulatory Staff**

TAB 6 – INTERACTION WITH COUNTY AND REGULATORY STAFF

Kimley-Horn's project manager and deputy project manager for this project, Victor Gallo, PE and Katie Enstrom, PE, have a long history of delivering successful projects to local municipal clients in Central Florida. Throughout their combined 30 plus years of experience, their passion remains working with local County staff. The reason for our continued success is the ability to lead a qualified team that understands the requirements of all affected agencies.

Kimley-Horn's current and prior work for Polk County includes alignment studies, roadway/multimodal design, drainage design, bridge design, parks, traffic signal design, environmental studies including skink cover board surveys, traffic studies, parking studies, handicap accessibility improvement designs, and stormwater feasibility and expansion studies. With Polk County's Parks and Natural Resources, we have partnered to design a one-of-a-kind ATV bridge allowing safe transit for Bone Valley ATV Park users. Through the Polk County Facilities Management Division, we have partnered with the Polk County Sheriff's Office to design a new \$4-million Sheriff's training center in Bartow. We have worked with Polk County Natural Resources Division to review a drainage flood study for a joint venture between Lake Wales and Polk County. We have also been selected as engineering consultants on continuing contracts for Polk County Parks and Natural Resources, Polk County Facilities Management Division, the cities of Lake Wales, Lakeland, Davenport, and Dundee. We have served the Midtown Community Redevelopment Agency (CRA), and the Dixieland CRA in the City of Lakeland. Our work has ranged from a rail spur study and new recreational buildings in Haines City, to an urban lakefront study for the Winter Haven CRA. We have extensive experience working with County Staff from the Roads & Drainage Division (Jay Jarvis, Joe Montoya, Doug Gable and Jose Fernandez), Surveying (Richard Nolan) and Real Estate services (Scott C. Lowery and R. Wade Allen) with our work on Thompson Nursery Road alignment studies and final design.

Kimley-Horn has provided design services in Polk County on 60+ projects over the past 12 years.

Our engineers and planners maintain close working relationships with staff at agencies such as Southwest Florida Water Management District (SWFWMD), U.S. Army Corps of Engineers (USACE), Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (FDEP), Federal Highway Administration (FHWA), and the Department of Community Affairs (DCA), as well as local permitting agencies.

During our design phase of the lighting project along Rifle Range Road, we successfully interacted and partnered with the FDOT District One and their LAP coordinator, Wahnetta Water, Spectrum, TECO, Southern Light, and the City of Winter Haven. For the study and final design of Thompson Nursery Road, our team lead the coordination and permitting efforts with SWFWMD, USACE, FDEP, FDOT, TECO, City of Winter Haven, and City of Eagle Lake. Our relationships with these agencies allowed for easy and productive coordination. As part of the Orange County Daryl Carter Parkway from International Drive to Apopka-Vineland Road Project, our team successfully conducted an alignment study and obtained FDOT District Five approval for a bridge overpass across I-4 that was setup to accommodate the I-4 Ultimate Section. Furthermore, our team performed the final design and obtained FDOT approval for an Air Space Agreement with Orange County for the overpass construction. Understanding agencies and their requirements and preferences greatly reduces the time and cost of project plans and final design.

Through our work on another project in Polk County, Combee Road PD&E, we coordinated with Jay Jarvis, Director of Roads and Drainage, as well as Parks and Recreation Division due to project encroachment on a park. Our work on the Northeast Regional Park (NERP), a project based in Lakeland and managed by Polk County's Parks and Recreation Division, consisted of coordination with Florida Fish and Wildlife for gopher tortoise relocation, wetland permitting, and additional coordination with USACE and FDEP.

Our team members have regular interaction with the local regulatory agencies and are familiar with the permitting processes and regulations. At Kimley-Horn, our engineers, landscape architects, environmental scientists, and planners maintain regular contact with virtually all key regulatory agencies and their decision makers throughout the state of Florida. This rich network of interpersonal relationships enables us to provide expeditious services relative to agency reviews and approvals. Our staff members make it a habit to stay informed about the latest changes and status of rules affecting the permitting process. Our staff not only understands agency procedures, but also their expectations, enabling us to minimize delays and rework of our clients' submittals.

Over the past 12 years, as a firm and as a project team, we have successfully provided design services on 60+ projects in Polk County. We have working knowledge with all facets of Polk County, from the Building and Codes Division to the Roads and Drainage Division and all groups in between. Additionally, we have successfully provided design services for numerous FDOT District One projects, including LAP projects. This combined experience allows us to seamlessly merge design and permitting on projects just like this one, where County, FDOT, FDEP, federal agencies, and local stakeholders all require coordination and specific requirements for a successful project.

POLK COUNTY

North Rifle Range Road Drainage & Sidewalk Improvements

WAHNETA PROJECT

Tab 7

Timely Completion of Projects

TAB 7 – TIMELY COMPLETION OF PROJECTS

Current and Future Projected Workload

We have an extensive history of successful and timely project completion through a combination of effective project management and technical expertise. Our success is derived from providing the highest level of service to our clients; this philosophy resonates with each of our team members. Kimley-Horn is known in the marketplace for the priority it places on results, and our employees are highly respected for the quality of their work.

Kimley-Horn is committed to providing Polk County with the highest quality staff and service to meet your project schedule and budget requirements. At Kimley-Horn, office production meetings are held weekly to enable staff, task managers, and project managers to stay up-to-date regarding current and projected workloads. The firm also holds weekly regional production meetings to assess the availability and distribution of resources among our 19 Florida offices. With our depth of staff (more than 1,350 employees in Florida alone), project team partners, and ability to activate resources from multiple offices, we can help ensure that your project will be completed on time and within budget.

Based on his review of our workload, project manager Victor Gallo, PE., has determined the proposed team is readily available and fully capable of staffing this project. Victor has direct access to this staff and can mobilize them at a moment's notice for the production of any given task or phase. In addition, our subconsultants have reported that their proposed team members are readily available to serve Polk County. At this time, we foresee no barriers to providing the County with timely service.

This project will be completed primarily by our Orlando office with over 300 staff ready to serve the County on this project. Our team has the availability and depth of staff to successfully complete plans and final design of this project for Polk County on schedule and within budget. There are members of this team who are currently finalizing the study and design of Thompson Nursery Road. Our Thompson Nursery Road study team will be wrapping up that project and will seamlessly transition to this project with all the knowledge of County standards and preferences gained from Thompson Nursery Road. Similarly, our final design team will be wrapping up the final design of Thompson Nursery Road and will be fully available to work on the drainage and sidewalk design of this project.

Project	% Completed
Manatee County Fort Hammer Road and Bridge PD&E Study	60% Complete
Osceola County Nova Road (CR532) Widening from US 192 to Future Sunbridge Parkway PD&E Study	75% Complete
Thompson Nursery Road Alignment Studies (Segment 2 and 5)	50% Complete
Thompson Nursery Road Final Design (Segment 1)	95% Complete
Thompson Nursery Road Final Design (Segment 4)	50% Complete

Daily Ability to Provide Services

As project manager and deputy project manager, Victor Gallo, PE and Katie Enstrom, PE have direct responsibility for the performance of the firm and the ability to allocate all needed resources for the successful completion of this project. They will ensure that all needed resources are fully available to serve the County on this project. Victor will also partner daily with the project team leads identified in the organizational chart to confirm that all staff with the required expertise in each discipline are available to streamline the plans and design of this project.

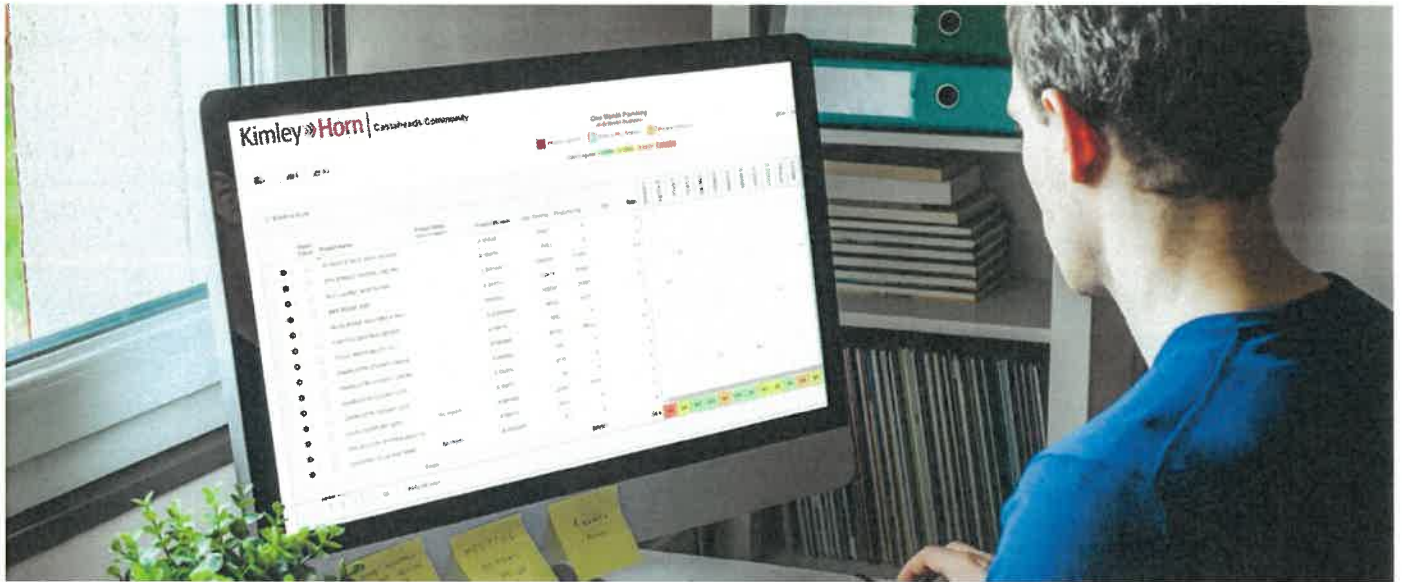
These resources include roadway and drainage engineers, alignment study planners and engineers, traffic planning and operations staff, utility coordinators, environmental scientists, surveyors, geotechnical engineers, structural engineers, grant administration staff, and others.

Our depth of staff and ability to activate resources from our team will enable us to meet the County's technical and manpower needs for this project. We know the importance of deadlines and will take the necessary steps that allow us to confidently commit to

meeting yours. Kimley-Horn has a long history of achieving successful project completion through a combination of effective project management and technical expertise. The team selected for this project is ready and able to provide expert professional services in a timely manner.

Castahead System

Kimley-Horn's proactive management system, known as "castaheads," is used to detail every project's personnel needs, as well as to determine each staff person's availability. By continuously matching project needs with staff availability, our castaheads system is an accurate tool for keeping our projects on schedule. Based on a review of our castaheads, we can assure you that the staff members selected for this team are available immediately to serve you and are in an excellent position to handle the workload for the County.



POLK COUNTY

North Rifle Range Road Drainage & Sidewalk Improvements

WAHNETA PROJECT

Required Forms

Proposers Incorporation Information

(Submittal Page)

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

Company Name: Kimley-Horn and Associates, Inc.

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

TIN #: 56-0885616

Address: 200 South Orange Avenue, Suite 600

City: Orlando

State: Florida

Zip Code: 32801

County: Orange

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

Contact Person: Victor Gallo, PE

Phone Number: 407.982.3286

Cell Phone Number: 813.494.5446

Email Address: Victor.Gallo@kimley-horn.com

Type of Organization (select one type)

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

State of Incorporation: North Carolina

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Kimley-Horn and Associates, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) 5 Exemption from FATCA reporting code (if any) <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 421 Fayetteville Street, Suite 600	Requester's name and address (optional)
6 City, state, and ZIP code Raleigh, NC 27601		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

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

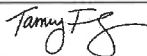
Social security number								
			-				-	
or								
Employer identification number								
5	6		-	0	8	8	5	6
							1	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► 	Date ► 1/1/2024
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General Instructions

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

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

Purpose of Form

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

- Form 1099-DIV (dividends, including those from stocks or mutual funds)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

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

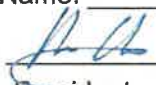
Affidavit Certification Immigration Laws

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 OF THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN 274A(E) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY POLK COUNTY.**

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

Company Name: Kimley-Horn and Associates, Inc.

Signature: 

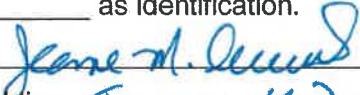
Title: Vice President

Date: June 12, 2024

State of: Florida

County of: Orange

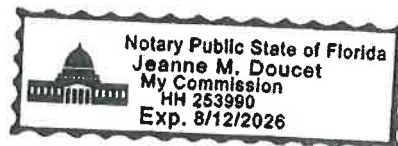
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of June, 2024 by Hao Chau, PE (name) as Vice President (title of officer) of Kimley-Horn (entity name), on behalf of the company, who ☒ is personally known to me or ☐ has produced _____ as identification.

Notary Public Signature: 

Printed Name of Notary Public: Jeanne M. Doucet

Notary Commission Number and Expiration: HH253990/08-12-2026

(AFFIX NOTARY SEAL)



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

PROJECT NAME: **North Rifle Range Road Drainage & Sidewalk Improvements-Wahneta Project**

The undersigned, as an authorized officer of the contractor identified below (the “**Contractor**”), 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 Contractor in accordance with the requirements of Section 448.095, Florida Statutes, as related to the contract entered into by and between the Contractor and the County on or about the date hereof, whereby the Contractor 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 Contractor, and any subcontractor under the Contract, 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 the Contract, and the Contractor 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 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 the Contract. Failure to comply will lead to termination of the Contract, or if a subcontractor 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 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 the Contract. Nothing in this Certification shall be construed to allow intentional discrimination of any class protected by law.

Executed this 12 day of June, 2023.

ATTEST:

By: Jennifer Harland
PRINTED NAME: Jennifer Harland
Its: Associate

CONTRACTOR:

By: Hao Chau
PRINTED NAME: Hao Chau, PE
Its: Vice President

Kimley-Horn and Associates, Inc. Profile ACTIVE

Company Information

Company Name

Kimley-Horn and Associates, Inc.

Doing Business As (DBA) Name

Company ID

2023677

Enrollment Date

Nov 16, 2022

Employer Identification Number (EIN)

560885615

Unique Entity Identifier (UEI)

DS7JWCWDLQU7

DUNS Number

061099131

Total Number of Employees

5,000 to 9,999

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

June 5, 2024

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

**RFP 24-383, Professional Engineering Services for North Rifle Range Road
Drainage & Sidewalk Improvements-Wahneta Project**

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

Contained within this addendum: Clarifications, questions, and answers.

1. Questions received and answered.
2. Change to General Conditions, pg. 20 of the RFP document – Contractual Matters.
3. Construction plans have been added to the County's FTP Site, which can be accessed by:

To receive a copy of **Construction Plans**, 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 procurevondor and the password is **solicitation**. After you have logged in to the FTP site, double click on the file folder "**RFP 24-383, Professional Engineering Services for North Rifle Range Road Drainage & Sidewalk Improvements-Wahneta Project.zip**", select "Open" or "Save As" to download the Bid documents, drawings, and technical specifications.

Michael Guerrero

Sr. Procurement Analyst

Procurement Division

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

Signature: 

Printed Name: Hao Chau, PE

Title: Vice President

Company: Kimley-Horn and Associates, Inc.

**RFP 24-383, Professional Engineering Services for North Rifle Range Road
Drainage & Sidewalk Improvements-Wahneta Project
Addendum #1 (Continued)**

Questions and Answers:

Question 1: We have a question regarding the survey questionnaire that we're meant to send out to our references. Could you help us understand what the County is looking for with the "total annual budget of entity" field? Should we fill in the client's stormwater operating budget, the client's entire budget for all departments, planned CIP projects for a particular year, or something else? In any case, we're not sure we have access to that information, but with a little more guidance, we can see what we can find out.

Answer: Please disregard that field.

Question 2: Would the County accept/recognize certification from the Women's Business Enterprise National Council (WBENC) for the purpose of WMBE scoring?

Answer: Yes. This can be found under Tab 5, pg. 11, third bullet point.

Question 3: Please confirm that the requested design is to be in accordance with the current version or a previous version of the Florida Design Manual plan development requirements. Under the current FDM, Series 900 plan requirements would be used which is a significant change from the previous series 300 plan requirements. Is the county expecting series 900 FDM plans?

Answer: The format of the construction plans is to be based on the FDM 300 series and not the 900 series. The remainder of the FDM current edition applies.

Question 4: Regarding the community development block grant, are we expected to handle the administration of this grant, or will the county provide grant administration services?

Answer: The County's Housing & Neighborhood Division will provide grant administration services.

Question 5: The RFP described that the "selected Consultant will provide limited bidding and construction services for both Projects" are construction inspection and management expected to be included services?

Answer: No, full time construction inspection and management services are not expected. The County will be providing our own inspectors for construction of the project. The EOR will provide limited services such as shop drawing reviews, as-built certifications, responding to contractor request for information, and bidding assistance.

Question 6: Could you please confirm if Attachment A, the Master Consulting Agreement, will be provided or if there is an alternative way to review it?

Answer: The reference to Attachment A, the Master Consulting Agreement is removed via this addendum.

Question 7: Please provide latest plans for the Wahneta Farms Canal to 6th Street East project (adjacent project).

Answer: The plans have been added to the County's FTP site. See page 1 of this addendum for instructions on how to access.

Question 8: Please provide copies of the CDBG applications.

Answer: These particular infrastructure projects/contracts (MOU) are between Polk County internal departments therefore there is no application but a proposal for the allocated amount per each department. This is why a "Request for Proposal" (RFP) is sent out instead of a "Request for Application" as these particular infrastructure projects do not go through a competitive bidding processing for design services.

Also please keep in mind Section 3 and Davis Bacon compliance is not required for design and engineering, however when construction begins, compliance will start for all contractors/subcontractors being that design and engineering does not meet a national objective. Should a substantial amount of ground disturbance occur during the first phase (unlikely) of the process we will collect compliance documents as precaution.

Question 9: Please confirm the County does not require signed forms for the submittal.

Answer: Signed forms are required with the submittal or within three days of request.

Question 10: Please advise who the Project Manager and Selection Committee members are.

Answer: Project Manager:
Conner Updike

Selection Committee Members:
Phil Irvén
Doug Gable
Joe Montoya
William Lorenzo
Conner Updike

**Remove in its Entirety, General Conditions, pg. 20 of the RFP Document –
CONTRACTUAL MATTERS:**

A copy of the Master Consulting Agreement to be entered into with the successful proposer(s) is included with this RFP as Attachment A.

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.

Replace with:

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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

375-040-18
PROCUREMENT
03/17

287.087 Preference to businesses with drug-free workplace programs. --Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

☒ YES

☐ NO

NAME OF BUSINESS: Kimley-Horn and Associates, Inc.

POLK COUNTY

**North Rifle Range Road Drainage
& Sidewalk Improvements**

WAHNETA PROJECT

Tab 8

**Surveys of
Past Performance**

TAB 8 – SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

RFP 24-383, North Rifle Range Road Drainage & Sidewalk Improvements-Wahneta Project

To: Robert Smith, Town Manager (Name of Person completing survey)

Town of Windermere (Name of Client Company/Consultant)

Phone Number: 407.876.2563 x5324 Email: rsmith@town.windermere.fl.us

Subject: Past Performance Survey of Similar work:

Project name: Butler Street and 7th Avenue Stormwater Maintenance Improvements

Name of Consultant being surveyed: Kimley-Horn and Associates, Inc.

Cost of Services: Original Cost: \$154,547 Ending Cost: \$96,015 (to date)

Contract Start Date: February 2021 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

Robert Smith

Signature of Evaluator:

[Signature]

Please fax or email the completed survey to: Caitlin.Crump@kimley-horn.com

Survey Questionnaire – Polk County

RFP 24-383, North Rifle Range Road Drainage & Sidewalk Improvements-Wahneta Project

To: Robert Smith, Town Manager (Name of Person completing survey)

Town of Windermere (Name of Client Company/Consultant)

Phone Number: 407.876.2563 x5324 Email: rsmith@town.windermere.fl.us

Subject: Past Performance Survey of Similar work:

Project name: Bessie Street and 9th Avenue Stormwater Maintenance Improvements

Name of Consultant being surveyed: Kimley-Horn and Associates, Inc.

Cost of Services: Original Cost: \$253,799 Ending Cost: \$150,408 (to date)

Contract Start Date: February 2021 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 Robert Smith

Signature of Evaluator: [Signature]

Please fax or email the completed survey to: Caitlin.Crump@kimley-horn.com

Survey Questionnaire – Polk County

RFP 24-383, North Rifle Range Road Drainage & Sidewalk Improvements-Wahnetta
Project

To: Rick Gierok, P.E. (Name of Person
completing survey)

City of Eustis (Name of Client Company/Contractor)

Phone Number: 352-483-5480 Email: gierokr@ci.eustis.fl.us

Total Annual Budget of Entity \$71,962,229

Subject: Past Performance Survey of Similar work:

Project name: Coolidge Street Stormwater and Roadway Improvements

Name of Vendor being surveyed: Kimley-Horn and Associates, Inc.

Cost of Services: Original Cost: \$399,594.51 Ending Cost: Ongoing

Contract Start Date: October 2023 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)	9
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)	NA
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	8
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 GIEROK

Signature of Evaluator: [Signature]

Please fax or email the completed survey to: _____

Survey Questionnaire – Polk County

RFP 24-383, North Rifle Range Road Drainage & Sidewalk Improvements-Wahneta
Project

To: Eric Nagowski, PE (Name of Person
completing survey)

City of Longwood (Name of Client Company/Contractor)

Phone Number: 407-263-2395 Email: Enagowski@Longwoodfl.org

Total Annual Budget of Entity \$20,000,000

Subject: Past Performance Survey of Similar work:

Project name: Longwood Sidewalk Phase One

Name of Vendor being surveyed: Kimley-Horn and Associates, Inc.

Cost of Services: Original Cost: \$86,000 Ending Cost: Ongoing

Contract Start Date: September 2022 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 Eric W. Nagowski, P.E.

Signature of Evaluator: *Eric W. Nagowski*

Please fax or email the completed survey to: _____

November 18th, 2024

Polk County Board of County Commissioners

Doug Gable, PE
Polk County Roads & Drainage
DougGable@polk-county.net
330 West Church Street
Bartow, FL 33830

Re: Letter Agreement for Professional Services for
3433 Ave E NW Drainage Improvement
Polk County, Florida

Dear Mr. Gable:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") submits this Letter Agreement ("Agreement") to Polk County Board of County Commissioners ("Client") for providing drainage improvements at address 3433 Ave E NW in Polk County, Florida ("Project").

Project Understanding

The Inwood community is located in unincorporated Polk County and directly adjacent to the City of Winter Haven. Ave E NW was originally dedicated to the County in 1925 by plat for a neighborhood known as Deer Lake Terrace Unit No. 2. Ave E NW does not have any roadside drainage features because it was constructed prior to the implementation of the Polk County Land Development Code.

At address 3433 Ave E NW, the lot becomes inundated with stormwater runoff multiple times each rainy season due to lack of sufficient roadside drainage along Ave E NW. The Client is requesting to install a roadside drainage system along Ave E NW starting at or near #3433 and running to the east towards Lake Deer Dr W. At Lake Deer Dr W, the drainage system would connect to an existing drainage outfall pipe that is located between #526 and #530 Lake Deer Dr W and discharges into Lake Deer.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Data Collection

Kimley-Horn has obtained Keller, Schleicher and MacWilliam Engineering and Testing, Inc. (KSM) to perform geotechnical engineering services. KSM will perform the following and document in a geotechnical report:

- Two (2) Standard Penetration Test (SPT) borings, to an approximate depth of 10 feet below existing grade.
- One (1) "Usual Open Hole" constant head permeability test at a depth of 5 feet below existing grade and/or one (1) constant head laboratory permeability test.
- Two (2) pavement cores along Ave E NW within the existing asphalt and patch with cold patch asphalt.

Refer to attached subconsultant proposal for additional information.

Kimley-Horn has obtained ECHO UES, Inc. (ECHO) to perform designations and soft digs of existing underground utilities. This task includes horizontally locating detectable underground utilities within the project limits. This task also includes up to twenty four (24) soft dig excavations. Refer to attached subconsultant proposal for additional information.

Task 2 – Preliminary Drainage Analysis

Kimley-Horn will analyze the existing drainage system and provide a brief technical memorandum of

findings to identify options to resolve the flooding concerns at 3433 Ave E NW. The memorandum will document field reviews, flooding reports (if available, and provided by the County), provide recommendations and a sketch, along with an engineer's opinion of probable cost. This task includes one (1) field review during a storm event and one (1) meeting with the County Representatives to discuss the recommendations. The County will approve the recommendations prior to moving to the design.

Task 3 – Drainage Design

Kimley-Horn will design a drainage collection system as identified in the Preliminary Drainage Analysis task and provide a design report to address the flooding concerns. This design may include roadside swales, inlets, pipes, trench drain, and french drain. Design information relative to the proposed storm sewer pipes, drainage structures, and swales will be shown on the plan sheets detailed in Task 3. Kimley-Horn will prepare drainage calculations for review of the proposed design by the County Staff. Kimley-Horn will prepare the final design package for the stormwater improvements in accordance with County's direction, FDOT Drainage Manual, and requirements by regulatory agencies.

A best management practice (BMP) may be required for permitting purposes. Kimley-Horn will design a best management practice (BMP) to treat runoff prior to discharging into Lake Deer. Kimley-Horn may coordinate with distributors to identify a product to best suit the project's needs.

Task 4 – Construction Plans

Kimley-Horn will prepare Construction Plans to detail out the recommended drainage improvement alternative. The construction plans will be prepared in accordance with the FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Street and Highways (Florida Greenbook) and the FDOT Standard Plans.

The Construction Plan sheets will be prepared on 11"x17" format at a horizontal scale of 1" = 20'. The plans will be prepared based on topographic information provided by Polk County as described below. The plans will include typical section(s) to depict the edge of roadway, proposed grading, and other elements within the right-of-way. A pavement design will be developed based on existing information and data provided by the geotechnical report.

A Drainage Map will be prepared for the project at a scale of 1" = 200'. The drainage maps will show roadway drainage basins, pond locations, existing drainage features, offsite basins and flow patterns/arrows. Proposed drainage structure cross sections are included in this task.

Roadway Cross sections will be developed at 20-foot intervals along the baseline of survey at a scale of 1" = 20' horizontal and 1" = 10' vertical for Ave E NW. Existing underground utilities will be shown based on information provided by the utility companies or as identified in the Survey and Utility Investigation task described below.

A level 1 Temporary Traffic Control Plans ("TTCP") will be included with the Construction Plans and will includes notes and references to FDOT standard plans. Detailed TTCP plans are not included in this task and can be performed as an additional service, if required.

Existing and proposed utility relocation information provided by utility owners as described in the Utility Coordination task below will be shown in the roadway plan sheets. This task does not include a master utility plan, proposed utility design or utility construction plans, and these items can be performed as additional service if required.

The Construction Plan set will include the following items:

- Key Sheet
- Drainage Map Sheet
- Typical Section Sheet
- General Notes Sheet
- Project Layout Sheet
- Plan Sheets

- Drainage Structure Cross Sections Sheets
- Roadway Cross Sections Sheets
- Erosion Control Plan Sheets
- Construction Detail Sheet
- Utility Adjustment Sheets
- TTCP Sheets

The Project submittal phases to the County will be at 60%, 100%, and Final.

Task 5 – Environmental Services

Based on a preliminary review of the project area, wetlands and/or surface waters appear to be present on-site. Kimley-Horn will conduct a site visit to delineate the extents of on-site wetlands and/or surface waters (or determine top of bank is the jurisdiction for surface waters) in accordance with the State unified wetland delineation methodologies described in Chapter 62-340, Florida Administrative Code (FAC) and the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and regional supplement. It is assumed that the site visit will require up to one (1) day in the field for a team of two (2) biologists. During the site visit, Kimley-Horn will conduct a preliminary assessment of the wetland quality using the Uniform Mitigation Assessment Method (UMAM) process. One UMAM data form will be completed per wetland. This scope includes flagging of the wetland boundary and collection of the wetland flag locations using a handheld GPS device. The delineated wetland boundary and preliminary UMAM scores will be used for submittal of the permit application denoted in Task 5. During the site reconnaissance, Kimley-Horn will perform a preliminary jurisdictional determination in order to evaluate whether on-site wetlands and/or surface waters are jurisdictional to the USACE.

Preliminary evaluation of the limits of on-site wetlands and/or surface waters, and preliminary UMAM scores, are subject to verification by the applicable regulatory agencies during the permitting process.

Task 6 – Permitting Coordination

It is anticipated that the proposed improvements will require an Environmental Resource Permit (ERP) from the Southwest Florida Water Management District (SWFWMD). Kimley-Horn will prepare the permit application associated with the SWFWMD submittal and submit the permit on behalf of the County. Kimley-Horn will respond to two (2) requests for additional information (RAI) from the SWFWMD. Any permit fees or mitigation costs will be the responsibility of the Client. Permitting services beyond the requirements outlined above will require additional scope and fees.

Lake Deer is anticipated to be an Army Corps jurisdictional wetland and any impacts to this wetland will require a Nationwide Permit. Impacts to this wetland are not anticipated at this time. Permitting through the Army Corps is not included in this task and can be added as an additional service.

Task 7 – Utility Coordination

Existing underground utilities will be shown on the plan sheets based on information provided by the UAOs or as identified in the topographic survey provided by the Client. This task does not include utility adjustment sheets, master utility plan, proposed utility design, utility permitting, or utility construction plans, which can be performed as additional service if required.

Kimley-Horn will provide utility coordination services, as described below:

- Identify utilities within the project description and construction limits. A design ticket will be obtained to develop a list of Utility Agency Owners (UAOs) possibly involved in the described project. One (1) field visit to visually evaluate the project.
- Conflict analysis, create and maintain Utility Conflict Matrix
- Using the established utility list, provide two (2) contacts, one (1) for Green Lines and one (1) for RGB, collect and review plans and documents.
- Incorporated of brown lines as coordinated with Utility Agency Owners on the plans.

This task does not include utility design and if required, can be performed as an additional service.

Task 8 – Bid Assistance Services

Kimley-Horn will prepare one (1) opinion of probable construction cost and one (1) contractor bid tabulation form with the final submittal for use by the County during the bidding process. Kimley-Horn will attend one (1) pre-bid meeting and provide input as directed by the County for the project. Kimley-Horn will prepare responses to up to four (4) questions submitted by the contractors to the County during the bidding period.

Task 9 – Construction Phase Services

Kimley-Horn will be available to provide construction phase services, as requested, for the following services:

- Attend one (1) Pre-Construction meeting with Contractor and County staff
- Attend two (2) 2-hour site visits coordinated with the Client and/or the Contractor
- Attend up to three (3) construction progress meetings during construction as requested by the Client and the Contractor
- Review and reply to up to four (4) rounds of shop drawing submittals for the improvements controlled by the construction documents
- Provide written responses to the Client for up to four (4) contractor Requests for Information (“RFI”)
- Review contractor pay requests
- Review of “as-built” documents, submitted by the General Contractor and certified by a registered surveyor, and assist with obtaining final inspections and Certifications of Completion
- Develop one (1) set of record drawing, as required, based on certified as-built information provided by contractor
- Submit Certifications of Completion as required to appropriate agencies

Kimley-Horn shall have no responsibility for any contractor’s means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall the Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant’s visits shall be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. This task does not include engineering inspection services. The Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor’s failure to perform their work in accordance with the contract documents.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at Kimley-Horn’s then-current hourly rates. Additional services Kimley-Horn can provide include, but are not limited to, the following:

- Legal descriptions and parcel sketches
- Right of way acquisition coordination services
- Signalization analysis, design or plans
- Roadway design or improvements except as described above
- Auxiliary lanes or access change improvements along existing roadways
- Detailed Temporary Traffic Control Plans
- Master utility plan, proposed utility design or utility construction plans
- Landscape Plans
- Lighting analysis, design, plans and power UAO coordination for lighting requirements
- Additional non-standard foundation design not included above
- Specific protected species surveys
- Archaeological or historical surveys
- Protected species permitting
- Contamination assessment

- Permitting with other agencies not listed above
- Attendance at meetings in addition to those noted in the scope of services
- Engineering Inspection Services
- Retaining wall structural analysis and plans
- Geotechnical services

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Available flooding reports and photos
- Available right of way and easement data
- Available record or as-built plans
- Available permits
- Topographic Survey
 - Design-level B Boundary, Topographic Survey by a registered surveyor for the area inside the red box shape
 - Locate the existing right-of-way and easements and produce a right-of-way base map of the referenced area including County and Section Lines.
 - Information, locations and elevations of crown lines, centerlines, edges of pavement, pavement markings, above ground utilities, visible features of underground utilities, identification and designation of existing utilities, existing drainage structures (including inverts, and sizes along the entire project corridor), and establishment of roadway baselines with reference points.
- Vertical Datum to be in NAVD 1988. Deliverables will include:
 - Topographic Survey in MicroStation DGN format
 - Accurate Digital terrain model (DTM) or surface for use in MicroStation
 - Signed and sealed survey in PDF format on 11 x 17 sized sheet for inclusion in the Plan set.

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule. Kimley-Horn will provide final construction plans to the County within an anticipated 180 days from receipt of NTP and design survey from Polk County. A detailed milestone schedule will be submitted to the County within two weeks of NTP. The schedule is contingent on delivery of survey and NTP by the County.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 9 on a labor fee plus expense basis with the maximum labor fee shown below.

Task Number & Name		Fee	Type
1	Data Collection	\$16,835	Hourly, Not-to-Exceed
2	Preliminary Drainage Analysis	\$10,205	Hourly, Not-to-Exceed
3	Drainage Design	\$16,200	Hourly, Not-to-Exceed
4	Construction Plans	\$35,615	Hourly, Not-to-Exceed
5	Environmental Services	\$7,940	Hourly, Not-to-Exceed
6	Permitting Coordination	\$14,375	Hourly, Not-to-Exceed
7	Utility Coordination	\$9,800	Hourly, Not-to-Exceed

8	Bid Assistance Services	\$4,745	Hourly, Not-to-Exceed
9	Construction Phase Services	\$14,650	Hourly, Not-to-Exceed
Total		\$130,375	

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates

Closure

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed:

Printed Name: Hao Chau, PE

Title: Vice President

Polk County Board of County Commissioners

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Kimley Horn Hours Estimate
Attachment – KSM Subconsultant Proposal
Attachment – ECHO Subconsultant Proposal

PROJECT: 3433 Ave E NW Drainage Improvement

CLIENT: Polk County

ESTIMATOR: Victor Gallo & Katie Enstrom

Task	Senior Professional 2	Senior Professional 1	Engineer 2	Engineer 1	Analyst 2	Analyst 1	Environmental Scientist	Support Staff	KHA Hours Total	KHA Labor Subtotal	Subconsultant	Total
Task 1											\$ 10,935	
											\$ 5,900	
Task 2												
Task 3	5	5	5	7	15	8	0	5	50	\$ 10,205		
Task 4	5	5	0	20	40	10	0	5	85	\$ 16,200		
Task 5	10	10	15	40	55	54	0	5	189	\$ 35,615		
Task 6	0	0	0	0	0	0	40	5	45	\$ 7,950		
Task 7	5	5	0	15	25	10	10	5	75	\$ 14,375		
Task 8	5	5	5	8	10	10	0	5	48	\$ 9,800		
Task 9	2	2	2	4	6	3	0	5	24	\$ 4,745		
Task 9	2	6	10	20	16	16	0	5	75	\$ 14,650		
	34	38	37	114	167	111	50	40				
Total Hours	320	300	250	200	175	135	180	150				
Hourly Rate	\$ 10,880	\$ 11,400	\$ 9,250	\$ 22,800	\$ 29,225	\$ 14,985	\$ 9,000	\$ 6,000		\$ 113,540	\$ 16,835	\$ 130,375
LUMP SUM TOTAL	\$	\$	\$	\$	\$	\$	\$	\$		\$	\$	\$



Professional Service Agreement

Proposal # 24828
Rev: September 6, 2024

Client Name: Kimley-Horn
Ms. Katie Enstrom, P.E.
200 S Orange Ave, Suite 600, Orlando, FL 32801
Direct: 407-982-3296
Katie.Enstrom@kimley-horn.com

Re: Revised Proposal for Geotechnical Engineering Services
Polk County Drainage Improvements
3433 Ave E NW
Polk County, Florida

Dear Ms. Enstrom,

Thank you for the opportunity to submit this revised proposal to perform geotechnical engineering services on the above referenced project. Keller, Schleicher and MacWilliam Engineering and Testing, Inc. (referred to as "KSM" or "Engineer") proposes the following geotechnical engineering services relating to the above-mentioned Project in accordance with the Industry Standard of Care.

Project Description – The project is located along Ave E NW in Polk County, Florida. Based on conversations with you, along with the provided "North Rifle Range Road Drainage & Sidewalk Improvements" survey graphic, it is our understanding that drainage improvements are proposed to be constructed along the sides of the existing roadway. The improvements will provide additional drainage via the installation of swales on the north and south side of the road, that connect to the existing drainage structures and pipes that feed into Lake Deer.

Field Investigation

Perform the requested field investigation within the limits of the proposed swales in general accordance with ASTM Standards. Observed groundwater levels will be recorded at our boring locations.

- Perform two (2) Standard Penetration Test (SPT) borings, to an approximate depth of 10 feet below existing grade.
- Perform one (1) "Usual Open Hole" constant head permeability test at a depth of 5 feet below existing grade and/or one (1) constant head laboratory permeability test.
- Perform two (2) pavement cores along Ave E NW within the existing asphalt and patch with cold patch asphalt.

Laboratory Testing

- Perform limited laboratory testing on various soil samples in general accordance with ASTM, FM, and/or AASHTO Standards to confirm visual classifications. Lab testing may consist of, but is not limited to: #200 washes, moisture content testing, organic, permeability, and/or Atterberg Limits testing.

Engineering Services

A geotechnical report will be provided covering the investigation including:

- Boring logs illustrating the visually and laboratory tested classified soils in general accordance with the Unified Soil Classification System, the thickness of each soil stratum, estimated relative density, and observed groundwater depth.
- Provide pavement and base thicknesses as well as general pavement conditions at our core locations.

Proudly Serving Florida since 1990

Stormwater Detention

- Provide estimated laboratory and in-field permeability results.
- Provide the estimated depth of the confining layer(s), if encountered.
- Provide estimated seasonal groundwater fluctuations.
- Provide estimated Hydrologic Soil Groups.
- Provide estimated fillable porosity.

Scope Limitations - The client is responsible for marking all underground utilities. Access to the boring locations should be provided by the client – at a minimum KSM requires stable paths cleared through undeveloped sites that are free of debris and vegetation and sufficient for our drill rig to traverse and for our work to be performed safely.

We will make reasonable efforts to minimize ground disturbance to the property as a result of our field exploration. However, in the normal course of our work activities some disturbances will occur. We have not budgeted to restore the site beyond backfilling our boreholes with soil cuttings. Our services do not include re-vegetation and/or landscaping restoration or repairing rutting caused by our drilling equipment.

Maintenance of Traffic - MOT will be required for this project along Ave E NW.

Required Permitting - The scope of work outlined in the tasks above does not include any permitting services that may be required to perform our testing.

Our fee to complete the geotechnical investigation and engineering services, including the furnishing of all material along with labor necessary for the laboratory testing and preparing the report is estimated to be as follows:

Field Investigation, Laboratory Testing, and Engineering Analysis	\$4,700.00
Maintenance of Traffic	<u>\$1,200.00</u>
Total	\$5,900.00

We look forward to working with you on this project.

Respectfully Submitted,



Eric A. McCara, P.E.
V.P. of Engineering
EAM/RTM

Accepted this _____ day of _____, 20____, by

Signature

Printed Name

All invoices are due upon receipt. Invoices over thirty days late will be charged a 1.5% late fee.



Schedule and Additional Services

KSM will work closely with the Client to establish a favorable schedule to complete all field and laboratory work. The above indicated fee is based on the site being open and accessible for our truck-mounted drill rig or for a KSM technician to gain access to the project site to complete the requested geotechnical testing. Open and accessible means that a normal size truck can safely drive into the site and perform the required borings, heavily wooded areas or sites with steep inclines or declines will need to be cleared / altered in order for KSM to access the site safely. **Additional fees will apply if another drill rig is required to be mobilized to complete the required soil boring or if our technicians are unable to perform the requested testing.** Please note that if unsuitable material is encountered, KSM will have to mobilize another drill rig as the truck-mounted drill rig is not designed for deep borings and reserves the right to amend our total fee. If additional locations are requested after the approval of this Agreement, KSM reserves the right to amend as required based upon the request.

Cancellation Terms

KSM's schedule to complete the requested field work varies each day and is unfortunately weather dependent. If KSM is unable to perform the required field work due to unforeseen weather conditions, KSM will automatically move your project onto the next available workday and the client shall be notified. Please note that if you wish to cancel any services to be performed by KSM, the client must do so in writing and prior to the scheduled day of the service. Cancellation via phone is not accepted unless accompanied by an email the same day. Cancellation after field work has begun or completed will be subjected to partial or full payment of the agreed upon fee and the client agrees to pay the fees to cover the work completed.

Limitation of Liability

The client hereby agrees, to the fullest extent permitted by law, that KSM's and its officers and employees total liability to the client and all others for any and all injuries, claims, losses, expenses, damages (including consequential damages), or claim expenses arising out of the agreement or its breach, from any cause shall not exceed \$1,000 or the total amount of the Service provided, whichever is greater. Such causes include, but are not limited to, KSM negligence, errors, omissions, strict liability, breach of contract, and breach of warranty. The client agrees to defend, indemnify, and hold KSM harmless from all claims for liability in excess of the limits set forth above, for injury or loss sustained or alleged by any person or entity, whether a party to the agreement or not, and allegedly arising out of KSM performance or services.

Client Terms & Conditions

KSM will perform the Services in accordance with the following "Industry Standard of Care: (A) in a prompt, diligent, competent and professional manner; (B) during normal business hours for Client; and (C) in accordance with: (1) that degree of care and skill exercised by engineers providing similar services to other customers and in accordance with the custom and trade of KSM's industry; (2) any practices otherwise specified in writing by Client to KSM; (3) the specific plans, specifications, standards, descriptions, recommendations and drawings that have been provided to KSM including, without limitation, any amendments or alterations to them made by Client from time to time; and (4) in compliance with all applicable laws, including any and all state engineering rules and regulations. In the event KSM shall provide any type of inspection services, it is understood and agreed that KSM neither guarantees such contractors' or subcontractors' performance nor assumes any duty to supervise construction and safety procedures followed by the Client or its contractor(s) and subcontractor(s) nor for any public liability for property damage caused through acts of the Client and its contractor(s) and subcontractor(s).

Client recognizes that KSM is not responsible for or have control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the construction of a building or project on the behalf of Client or the Client's customers, nor shall KSM be responsible for Client and its contractor(s) or subcontractor(s) failing to comply with building code or specific recommendations or structural design by KSM. If Client makes any alteration to the provided report or permit drawings without the consent of KSM in connection with any reuse by Client, Client shall defend, indemnify, and hold harmless KSM against claims arising solely out of such alteration; provided, however, nothing herein shall be deemed to release KSM from liability for that portion of the Project Documents prepared by KSM.



Any claim arising out of or related in any way to this Completed Service or Agreement (a "Claim") shall be subject to mediation as a condition precedent to binding dispute resolution. Unless the Parties mutually agree otherwise, mediations under this Agreement shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The Parties shall share the mediator's fee and any filing fees equally. The mediation proceeding shall be held in the city with the largest population in the state in which a project for which Services are provided is located over which the dispute arises. If the Parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be Litigation in a court of competent jurisdiction. DUE TO THE SPECIALIZED NATURE OF CONSTRUCTION LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY.

PURSUANT TO SECTION 558.0035 FLORIDA STATUTES; KELLER, SCHLEICHER and MacWILLIAM IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, PRINCIPAL, ETC. MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT OR SERVICE.



ECHO UES, Inc.
4803 George Rd. Suite 350
Tampa, FL 33634
888.778.ECHO
Grow, Inspire, Make a Difference

September 6, 2024

Katie Enstrom, PE
Kimley-Horn
200 S Orange Ave, Suite 600
Orlando, FL 32801

PROPOSAL FOR SUBSURFACE UTILITY ENGINEERING SERVICES

Project: 3433 Ave. E. NW - Drainage Improvement Project, Polk County

Dear Ms. Enstrom:

At ECHO UES, Inc. (ECHO) we value your consideration and appreciate the opportunity to provide a technical proposal for the provision of professional services. This technical proposal, inclusive of economical offer and schedule, details the approach we consider the most suitable for this project.

Project Synopsis: Based on the information made available to ECHO, we understand the project to consist of drainage improvements at **3433 Ave. E. NW in Polk County, Florida**. ECHO's professional services were requested to provide subsurface utility engineering within the provided area for which the improvements will be designed and subsequently constructed.

Project Limits: ECHO's proposed services will be performed within well-defined limits (i.e., Project Limits) as shown on the attached graphic representations.

Services: Using a combination of field investigative techniques and technology, including surface geophysical instruments and vacuum excavation, ECHO will perform the following services.

- **Identification and marking of existing utilities.** Utilities potentially in conflict with the project and located within the project limits will be investigated in the attempt to identify their position. The results will be marked on the ground surface using the most appropriate method (i.e., pin flags, paint etc.) and showing the approximate position of the identified utilities. **For this effort, ECHO will attempt to achieve the ASCE/CI 38-22 Utility Quality Level B.**

ECHO will attempt to identify and mark detectable underground utilities potentially in conflict with the proposed installation and located within the project limits, with the exclusion of irrigation lines and services lines.

Gravity-based stormwater and sanitary systems are provided with the topographic survey services and will not be investigated unless specifically requested; this may result in an increase in fee.

- **Verification of utility location and characteristics.** At locations selected by the Client, ECHO will attempt to expose utilities via minimally intrusive methods (e.g., use of vacuum excavation) to confirm their characteristics (e.g., type, size, material, direction, configuration) and provide an accurate location. At completion of each excavation (test hole) ECHO will record all verifiable utility information, mark the utility location with the most appropriate method (e.g., wooden lathes, "X" mark on concrete, disc and nail on asphalt) and restore the field to as close as possible to its original conditions. **For this effort, ECHO will attempt to achieve the ASCE/CI 38-22 Utility Quality Level A.**

Upon review of the designated utilities and following any slight adjustment to the proposed locations by the EOR, ECHO proposes to perform up to twenty-four (24) utility verification test holes per drainage structure location. Excavation holes will be performed in the most conducive manner (i.e., stellar pattern, trenches etc.) to comprehensively investigate the potential structure locations and down to the achievable depth (e.g., 8-12 feet depending on soil conditions).

- **Survey of utility information**
 - o ECHO will perform a utility survey, collecting the information obtained per steps above.
 - o The coordinate system will be based on the control provided by others with the topographical survey being conducted for the overall design (to be provided by the Client).
 - o All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.

Deliverables:

- a. Field deliverables will consist of field marks (e.g., pin flags, paint marks, wooden lathes, nails/discs etc.) showing the position of the found utilities.
- b. Office deliverables will consist of:
 - images and a sketch (out of scale unless otherwise stated) based on the project plans or aerial imagery publicly available.
 - Test hole data sheets containing all the information obtained via test holes and visual verification.
 - Survey digital file and one (1) signed and sealed surveyor's report.

Proposed Schedule: To be discussed and agreed upon with the client following acceptance of this proposal.

Fee: ECHO's competitive offer, which is inclusive of all field, office, materials, supplies, and equipment costs is detailed below.

ECHO UES, Inc. PROFESSIONAL SERVICES ESTIMATE				 ECHO UTILITY ENGINEERING & SURVEY	
CLIENT:	Kimley-Horn, Inc.			PROJ. #	
PROJECT:	3433 Ave E NW			PHASE. #	
LOCATION:	Polk County			TOT Length	
Subsurface Utility Engineering (SUE)					
FIELD WORK ITEMS	DAYS	DAILY RATE	SUB.TOT	NOTES	
Utility Designating	2	\$1,902.26	\$3,804.52	designate per scope	
Utility Locating	1	\$1,902.26	\$1,902.26	provide up to 24 test holes for drainage structures	
Survey	2	\$1,491.93	\$2,983.86	Survey designating and test holes	
FIELD TOTAL =			\$8,690.64		
OFFICE WORK ITEMS		# OF HOURS	\$/h RATE	SUB.TOT	NOTES
Project Manager		2	\$230.98	\$461.96	PM project, schedule, invoicing and communications. Also include any site specific safety permits and plan, QC.
Senior Surveyor		2	\$230.98	\$461.96	Oversee survey activities
Project Surveyor		3	\$142.84	\$428.52	Process survey data and oversee field crews
Survey/GIS/SUE Analyst 3 (Senior)		10	\$89.18	\$891.80	Prepare electronic file and deliverables
OFFICE TOTAL =			\$2,244.24		
TOTAL =			\$10,934.88		
Prepared By: J Comellas					
Date: September 6, 2024					
All services to be provided in accordance with ECHO UES, Inc. relative proposal, terms and conditions.					

Notes and Limitations:

1. Client shall facilitate access to the site and provide any relevant project information.
2. Site must be clear of obstacles impeding access to any portion of the project limits.
3. Standard work hours are from 7:00am to 4:00pm, Monday through Friday; additional charges may occur (following discussion with the Client) in case of weekend or nighttime work.
4. ECHO will not work on any site that is known to be contaminated with any hazardous or harmful substance.
5. Any permit or fee requested to perform the work complying with any stakeholder's requirement will be submitted to the Client with a 5% administrative markup.
6. FDOT Design Standards (Index 600 Series) will be utilized for the Maintenance of Traffic (MOT). Should the site require modification to the Index 600 for non-standard MOT arrangements, ECHO will seek the Client's concurrence to obtain signed and sealed project's specific MOT plans (to be provided by others).
7. Any cost associated with signed and sealed MOT plans will be submitted to the Client with a 5% administrative markup.
8. Unless otherwise stated within this proposal, test holes have usual depth of up to eight (8) ft. from the ground surface, and diameter of up to 1 ft. Should there be a need for deeper or wider excavations, additional charges may apply.

9. The original ground surface at each test hole location will be restored to as close as possible to its original conditions, using concrete mix or asphalt cold patch as applicable. Any deviation from this standard (e.g., use of hot asphalt, flowable fill etc.) may require additional charges and the use of specialty subcontractors.
10. Regardless of the type of estimate proposed (e.g., lump sum, time and materials, etc.) such an estimate should be considered indicative and based on preliminary information. Should any situation out of ECHO's control heavily impact on ECHO's field work performance (e.g., adverse site conditions), ECHO reserves the right to seek additional funds to complete the work.
11. The exact location of any underground utility is not guaranteed unless clearly exposed and visually verified at a specific location. Utility characteristics, methods of installation, soil conditions and the surrounding environment all may impact adversely the results of any utility investigation with surface geophysical instruments and technology. No guarantee is made that all utilities will be found and identified.
12. Independently from ECHO's scope of work and performance, the Client shall comply with the relative chapter from the Florida (or any other applicable) Statutes: "Underground Facility Damage Prevention and Safety Act" and call 811 prior to any excavation taking place.
13. Subsurface Utility Engineering, Designating and Locating terms all refer to the American Society of Civil Engineers / Construction Institute Standard for the Collection and Depiction of Subsurface Utility Data (ASCE/CI 38-22). Should ECHO adopt this standard for the performance of the scope of work and preparation of deliverables, clear mention to the Standard shall be made throughout the deliverable.

Acceptance: We will honor this proposal for 60 days. If accepted, please return to our attention together with a professional services agreement / task work order authorization and official Notice to Proceed.

At ECHO UES, Inc. we believe in collaboration and communication with our clients and are driven to understand their needs and provide time efficient and cost-effective solutions. ECHO strives to provide quality utility and survey reliable data to design better, build faster, and safely enhance Engineering, Design, Construction and Maintenance of infrastructure.

Thank you for considering ECHO for this important project and please do not hesitate to contact me directly should you have any questions or concerns.

Sincerely,

ECHO UES, Inc.



Jerry Comellas, Jr., PE
President

See Exhibits below

Vicinity Map



Project Limits



3433 Ave E NW

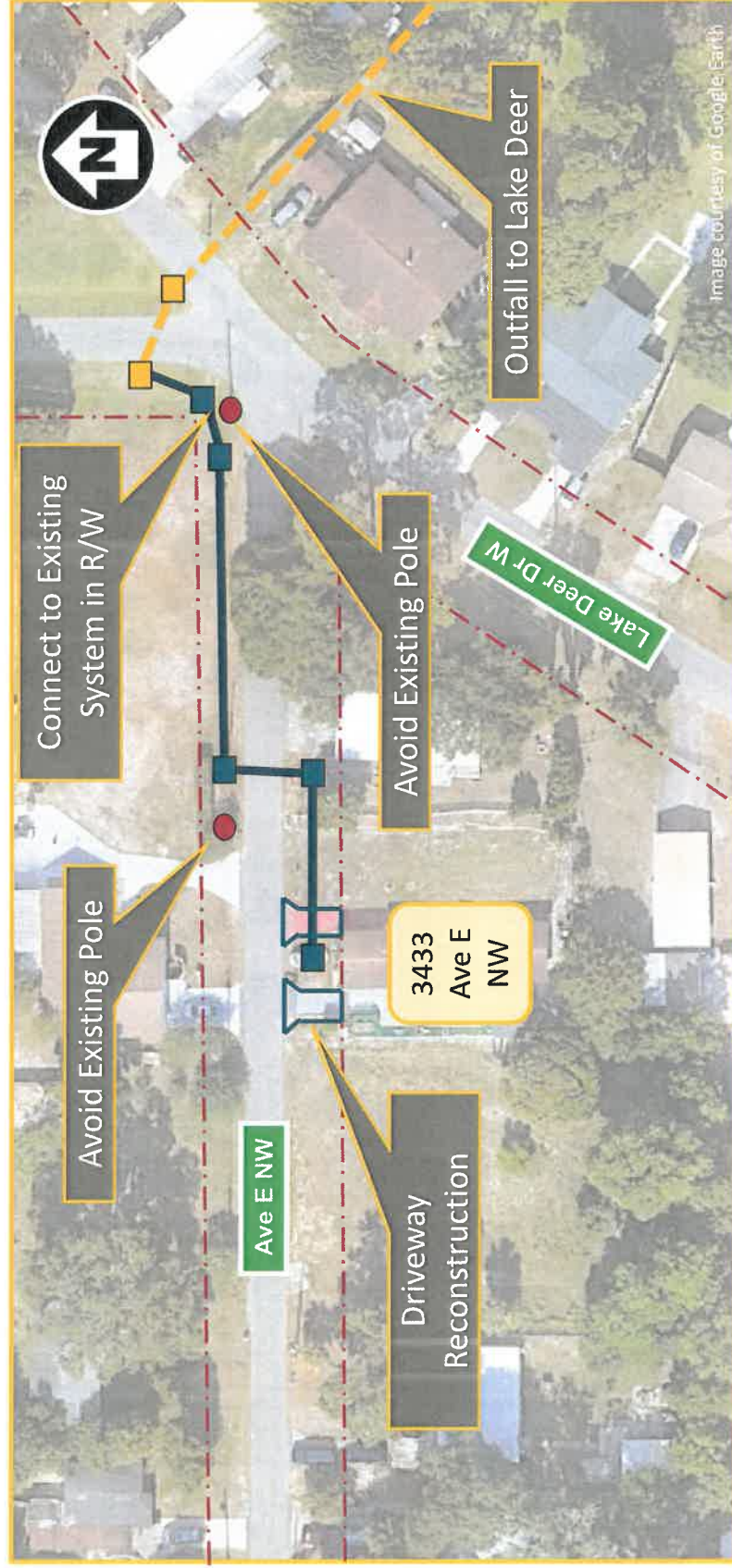


Exhibit "B"

PROJECT: 3433 Ave E NW Drainage Improvement													
CLIENT: Polk County													
ESTIMATOR: Victor Gallo & Katie Enstrom													
Task		Senior Professional 2	Senior Professional 1	Engineer 2	Engineer 1	Analyst 2	Analyst 1	Environmental Scientist	Support Staff	KHA Hours Total	KHA Labor Subtotal	Subconsultant	Total
Task 1	SUE											\$ 10,935	
	Geotech											\$ 5,900	
Task 2	Preliminary Drainage	5	5	5	7	15	8	0	5	50	\$ 10,205		
Task 3	Drainage Design	5	5	0	20	40	10	0	5	85	\$ 16,200		
Task 4	Construction Plans	10	10	15	40	55	54	0	5	189	\$ 35,615		
Task 5	Environmental Services	0	0	0	0	0	0	40	5	45	\$ 7,950		
Task 6	Permitting Coordination	5	5	0	15	25	10	10	5	75	\$ 14,375		
Task 7	Utility Coordination	5	5	5	8	10	10	0	5	48	\$ 9,800		
Task 8	Bid Assistance	2	2	2	4	6	3	0	5	24	\$ 4,745		
Task 9	Construction Phase Services	2	6	10	20	16	16	0	5	75	\$ 14,650		
	Total Hours	34	38	37	114	167	111	50	40				
	Hourly Rate	\$ 320	\$ 300	\$ 250	\$ 200	\$ 175	\$ 135	\$ 180	\$ 150				
	LUMP SUM TOTAL	\$ 10,880	\$ 11,400	\$ 9,250	\$ 22,800	\$ 29,225	\$ 14,985	\$ 9,000	\$ 6,000		\$ 113,540	\$ 16,835	\$ 130,375

