

## **MASTER CONSULTING AGREEMENT**

**THIS AGREEMENT** is entered into as of the Effective Date (defined in Section 1.1 below) by and between Polk County (the “County”), a political subdivision of the State of Florida, situated at 330 West Church Street, Bartow, Florida 33830, Dewberry Engineers Inc. (the “Consultant”), a New York corporation, located at 8401 Arlington Boulevard, Fairfax, Virginia 22031, and whose Federal Employer Identification Number is 13-0746510.

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

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

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

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

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

1.0 **Term**

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

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

2.0 **Services to Be Performed by Consultant**

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

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

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

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

### 3.0 **Compensation**

#### 3.1 **General**

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

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

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

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

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

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

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

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

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

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

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

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

### 3.2 Reimbursable

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

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

Sub-Consultant  
Special Consultants

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

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

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

#### 4.0 **Insurance**

##### 4.1 **General Provisions**

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

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

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

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

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

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

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

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

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

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

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

4.3.1 Premises and Operations:

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

4.3.2 Independent Contractors:

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

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

coverage obligations.

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

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

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

## 5.0 Standard of Care

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

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

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

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

## 6.0 Indemnification

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

## 6.2 Indemnification.

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

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

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

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

## 7.0 Independent Contractor

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

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

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

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

7.5 The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

#### 8.0 **Authority to Practice**

8.1 The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

#### 9.0 **Public Records Law**

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

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

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

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

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

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

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

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

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

**10.0 Compliance with Laws**

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

**11.0 Subcontracting**

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

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

**12.0 Federal and State Taxes**

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

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

**13.0 Public Entity Crimes**

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

**14.0 County's Responsibilities**

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

**15.0 Termination of Agreement**

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

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

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

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

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

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

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

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

**16.0 Uncontrollable Forces (Force Majeure)**

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

**17.0 Governing Law and Venue**

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

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

**18.0 Non-Discrimination**

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

**19.0 Waiver**

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

**20.0 Severability**

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

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

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

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

**21.0 Entirety of Agreement**

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

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

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

**22.0 Modification**

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

**23.0 Successors and Assigns**

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

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

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

**24.0 Contingent Fees**

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

**25.0 Truth-In-Negotiation Certificate**

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

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

**26.0 Ownership of Documents**

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

**27.0 Access and Audits**

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

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

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

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

**28.0 Notice**

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

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

As to Consultant: Dewberry Engineers Inc.  
8401 Arlington Blvd  
Fairfax, VA 22031  
Attn: Robert Beltran, PE

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

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

**29.0 Service of Process**

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

As to Consultant: Dewberry Engineers Inc.  
Attn: Robert Beltran, PE  
8401 Arlington Blvd  
Fairfax, VA 22031

**30.0 Contract Administration**

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

**31.0 Key Personnel**

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

Name: Robert Beltran, PE

Name: Matt O'Connor, PE

**32.0 Annual Appropriations**

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

**33.0 Liquidated Damages**

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

**34.0 Employment Eligibility Verification (E-VERIFY)**

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

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

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

**35.0 Limitation of Liability.**

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

**36.0 Scrutinized Companies and Business Operations Certification; Termination.**

A. Certification(s).

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

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

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

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

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

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

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

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

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

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

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

### **37.0 No Construction Against Drafter**

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

### **38.0 Unauthorized Alien(s)**

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

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

(THE REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK)

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

ATTEST:

STACY M. BUTTERFIELD

Polk County, a political subdivision  
of the State of Florida

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_, Chairman  
Board of County Commissioners

Date Signed by County: \_\_\_\_\_

Review as to form and legal sufficiency

*Sander B. Ho* 12/11/23  
County Attorney's Office      Date

ATTEST:

By: *Colleen M. Collins*  
Corporate Secretary

Colleen Collins

[Print Name]

DATE: December 5, 2023

SEAL

Dewberry Engineers Inc.  
a New York corporation

By: *Robert R. Beltran*  
Robert R. Beltran, PE

[Print Name]

Vice President

[Title]

DATE: December 5, 2023

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 \_\_\_\_\_

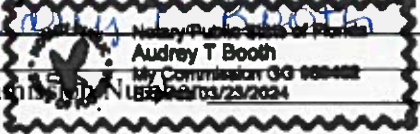
ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Polk

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this Dec 5, 2023 (Date) by Robert R. Beltran, PE (Name of officer or agent) as Vice President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of notarization, and  is personally known to me or  has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this Dec 5, 2023 (Date).

Audrey T Booth (Official Notary Signature and Notary Seal)  
\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_



ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ (Date) By \_\_\_\_\_ (Name of acknowledging) who personally appeared before me at the time of notarization, and  is personally known to me or  has produced \_\_\_\_\_ as identification and did certify to have knowledge of the matters in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ (Date).

\_\_\_\_\_  
(Official Notary Signature and Notary Seal)  
\_\_\_\_\_  
(Name of Notary typed, printed or stamped)

Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_

**ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP**

STATE OF \_\_\_\_\_ County OF \_\_\_\_\_

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

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

\_\_\_\_\_ (Official Notary Signature and Notary Seal)

\_\_\_\_\_ (Name of Notary typed, printed or stamped)

Commission Number \_\_\_\_\_ Commission Expiration Date \_\_\_\_\_



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

## Detail by Entity Name

Foreign Profit Corporation

DEWBERRY ENGINEERS INC.

### Filing Information

<b>Document Number</b>	F00000007242
<b>FEI/EIN Number</b>	13-0746510
<b>Date Filed</b>	12/26/2000
<b>State</b>	NY
<b>Status</b>	ACTIVE
<b>Last Event</b>	AMENDMENT
<b>Event Date Filed</b>	04/19/2013
<b>Event Effective Date</b>	NONE

### Principal Address

8401 ARLINGTON BOULEVARD  
FAIRFAX, VA 22031

Changed: 04/27/2012

### Mailing Address

8401 ARLINGTON BOULEVARD  
FAIRFAX, VA 22031

Changed: 04/27/2012

### Registered Agent Name & Address

CORPORATION SERVICE COMPANY  
1201 HAYS STREET  
TALLAHASSEE, FL 32301

Name Changed: 05/13/2005

Address Changed: 05/13/2005

### Officer/Director Detail

#### **Name & Address**

Title S

THOMAS, CRAIG N  
8401 ARLINGTON BOULEVARD  
FAIRFAX, VA 22031

Title D, EVP

STONE, DONALD E, JR  
8401 ARLINGTON BOULEVARD  
FAIRFAX, VA 22031

Title Assistant Vice President

Hasson, Larry  
551 Piney Forest Road  
Danville, VA 24540

Title President, Director, CEO

Conner, Darren R.  
8401 Arlington Boulevard  
Fairfax, VA 22031

Title VP

Knudsen, Kevin  
800 N. MAGNOLIA AVE  
Orlando, FL 32803

Title VP

Hammack, Donald L.  
800 N. Magnolia Avenue  
Orlando, FL 32803

Title Asst. Secretary

Kline, Laura  
520 S. Magnolia Avenue  
Orlando, FL 32801

Title VP

Wilson, Clifford  
800 NORTH MAGNOLIA AVE  
SUITE 1000  
ORLANDO, FL 32803-3251

Title Executive Vice President

Maxwell, David S.  
4805 Lake Brook Drive  
Suite 200

Glen Allen, VA 23060

Title ASSISTANT SECRETARY

VUCCI, SARAH  
8401 ARLINGTON BOULEVARD  
FAIRFAX, VA 22031

Title Director

GARVEY, PETER B.  
8401 ARLINGTON BOULEVARD  
FAIRFAX, VA 22031

Title Chairman

DEWBERRY, BARRY K.  
8401 ARLINGTON BOULEVARD  
FAIRFAX, VA 22031

Title Associate Vice President

Beltran, Robert  
202 Lake Miriam Drive  
Suite E1  
Lakeland, FL 33813

Title Senior Vice President

Nayegandhi, Amar  
1000 North Ashley Drive  
Suite 801  
Tampa, FL 33602

Title ASSISTANT VICE PRESIDENT

GIBSON, JONATHAN  
203 ABERDEEN PARKWAY  
PANAMA CITY, FL 32806-3938

Title VP

STALDER, NICOLE  
800 NOTRTH MAGNOLIA AVE  
SUITE 1000  
ORLANDO, FL 32803-3251

Title Treasurer

CHEN, CYNTHIA  
8401 ARLINGTON BOULEVARD  
FAIRFAX, VA 22031

Title VP

FORD, JUSTIN  
 20684 CENTRAL AVE EAST  
 BLOUNTSTOWN, FL 32424

**Annual Reports**

Report Year	Filed Date
2022	04/24/2022
2023	02/14/2023
2023	02/15/2023

**Document Images**

<a href="#">02/15/2023 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/14/2023 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/24/2022 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">06/14/2021 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/26/2021 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/27/2020 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/29/2019 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/19/2019 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/27/2018 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/17/2017 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">07/06/2016 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">06/01/2016 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/17/2016 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/26/2016 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">10/23/2015 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">10/02/2015 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/28/2015 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">09/09/2014 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">09/03/2014 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/29/2014 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">07/01/2013 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/30/2013 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/27/2012 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/24/2012 -- Name Change</a>	View image in PDF format
<a href="#">04/20/2011 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/01/2010 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/02/2009 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/28/2008 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/21/2007 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/26/2006 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/13/2005 -- Reg. Agent Change</a>	View image in PDF format
<a href="#">01/12/2005 -- ANNUAL REPORT</a>	View image in PDF format

<a href="#">02/26/2004 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">01/10/2003 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">05/13/2002 -- Name Change</a>	<a href="#">View image in PDF format</a>
<a href="#">04/19/2002 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">03/28/2002 -- Reg. Agent Change</a>	<a href="#">View image in PDF format</a>
<a href="#">10/31/2001 -- ANNUAL REPORT</a>	<a href="#">View image in PDF format</a>
<a href="#">12/26/2000 -- Foreign Profit</a>	<a href="#">View image in PDF format</a>

Florida Department of State, Division of Corporations

## Exhibit "A-i"

### RFP NOTICE

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

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

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

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

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

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

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

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

# RFP REGISTRATION

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

**RFP Number:** 23-448

**RFP Title:** Utilities Design Services & Regulatory Support Services

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

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

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

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

## PROPOSAL SUBMITTAL INSTRUCTIONS

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

### **Sealed Parcel Submittal:**

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

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

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

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

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

***Electronic Proposals Submittal:***

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

“RFP 23-448 Tab 1”

“RFP 23-448 Tab 2”

“RFP 23-448 Tab 3”

“RFP 23-448 Tab 4”

“RFP 23-448 Tab 5”

“RFP 23-448 Tab 6”

“RFP 23-448 Tab 7”

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: [https://youtu.be/vkn\\_7AHgioE](https://youtu.be/vkn_7AHgioE). If you need assistance accessing this website due to ADA or any other reason, please email Ari Goldstein at [arigoldstein@polk-county.net](mailto:arigoldstein@polk-county.net).

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

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

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

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

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

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

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

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

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

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

## **INTRODUCTION**

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

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

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

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

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

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

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

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

## SCOPE OF SERVICES

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

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

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

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

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

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

## **AGREEMENT**

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

## **EVALUATION CRITERIA**

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

### **Tab 1 Executive Summary**

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

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

### **Tab 2 Approach to the Project (35 points)**

(Maximum of four (4) pages)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Tab 7 Surveys of Past Performance (10 Points)**

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

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

**BID OPENING**

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

**Selection Process**

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

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

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

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

**Elevation Level 1 (Procurement Requirements Assessment):**

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

**Elevation Level 2 (Scoring)**

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

Subtotal Points-20 points

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

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

Total Points – 100 points

by the following process:

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

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

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

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

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

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

- UNACCEPTABLE (0.0):

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

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

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

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

### **Elevation Level 3 (Proposer Interviews)**

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

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

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

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

#### **Elevation Level 4 (Contract Negotiations)**

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

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

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

## **GENERAL CONDITIONS**

### **CONTACT**

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

### **INSURANCE REQUIREMENTS**

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

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

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

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

Premises and Operations and Products/Completed Operations;

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

Independent Contractors; Policy must include Separation of Insureds Clause.

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

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

### **INDEMNIFICATION**

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

### **PUBLIC ENTITY CRIMES STATEMENT**

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

## **EQUAL OPPORTUNITY/AFFIRMATIVE ACTION**

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

## **WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH**

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

## **AFFIRMATION**

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

## **DEVELOPMENT COSTS**

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

## **ADDENDA**

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

## **CODE OF ETHICS**

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

## **DRUG FREE WORKPLACE**

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

## **APPLICABLE LAWS AND COURTS**

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

## **CONTRACTUAL MATTERS**

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

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

## **PROPOSAL ACCEPTANCE PERIOD**

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

## **ADDITION/DELETION**

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

## **PROPRIETARY INFORMATION**

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

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

## **REVIEW OF PROPOSAL FILES**

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

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

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

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

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

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

**EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)**

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

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

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

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

### **LIMITATIONS**

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

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

### **PUBLIC RECORD LAWS**

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

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

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

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

(3)ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and

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

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

**RECORDS MANAGEMENT LIAISON OFFICER**

**POLK COUNTY**

**330 WEST CHURCH ST**

**BARTOW, FL 33830**

**TELEPHONE: (863) 534-7527**

**EMAIL: [RMLO@POLK-COUNTY.NET](mailto:RMLO@POLK-COUNTY.NET)**

**Scrutinized Companies and Business Operations Certification; Termination.**

**A. Certification(s).**

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

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

## Proposers Incorporation Information

(Submittal Page)

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

Company Name: \_\_\_\_\_

DBA/Fictitious Name (if applicable): \_\_\_\_\_

TIN #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

County: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of Organization (select one type)

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

State of Incorporation: \_\_\_\_\_

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

# EXHIBIT 1

## DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

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

### **Sending the Survey**

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

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

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

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

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

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

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

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

## **Preparing the Surveys**

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

## Survey Questionnaire – Polk County

### RFP 23-448, Utilities Design Services & Regulatory Services

To: \_\_\_\_\_ (Name of Person completing survey)

\_\_\_\_\_ (Name of Client Company/Contractor)

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Subject: Past Performance Survey of Similar work:

Project name: \_\_\_\_\_

Name of Vendor being surveyed: \_\_\_\_\_

Cost of Services: Original Cost: \_\_\_\_\_ Ending Cost: \_\_\_\_\_

Contract Start Date: \_\_\_\_\_ Contract End Date: \_\_\_\_\_

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

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

Printed Name of Evaluator \_\_\_\_\_

Signature of Evaluator: \_\_\_\_\_

Please fax or email the completed survey to: \_\_\_\_\_

# AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

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

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

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of: \_\_\_\_\_

County of: \_\_\_\_\_

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

Notary Public Signature: \_\_\_\_\_

Printed Name of Notary Public: \_\_\_\_\_

Notary Commission Number and Expiration: \_\_\_\_\_

(AFFIX NOTARY SEAL)

**EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION**

(Florida Statutes, Section 448.095)

RFP 23-448, UTILITIES DESIGN SERVICES & REGULATORY SERVICES

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

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**ATTEST:**

**CONSULTANT:**

By: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
Its: \_\_\_\_\_

June 27, 2023

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

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

Contained within this addendum: Questions Received and Answers.

Ari Goldstein, CPP

*Ari Goldstein*

Senior Procurement Analyst  
Procurement Division

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

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

## ADDENDUM # 1

---

### QUESTIONS AND ANSWERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

July 3, 2023

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA  
ADDENDUM # 2  
RFP 23-448, Utilities Design Services and Regulatory Services**

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

Contained within this addendum: Questions Received and Answers.

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

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

Ari Goldstein, CPP

*Ari Goldstein*

Senior Procurement Analyst  
Procurement Division

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

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

---

### **QUESTIONS AND ANSWERS**

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

**Answer 1: Yes.**

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

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

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

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

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

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

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

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

July 11, 2023

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

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

Contained within this addendum: Questions Received and Answers.

Ari Goldstein, CPP

*Ari Goldstein*

Senior Procurement Analyst  
Procurement Division

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

Signature \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

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

---

### **QUESTIONS AND ANSWERS**

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

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

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

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

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

**Answer 3: Yes.**

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

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



RFP#23-448

---

# UTILITIES DESIGN SERVICES & REGULATORY SUPPORT SERVICES

Polk County, Florida

JULY 19, 2023

**SUBMITTED BY**

Dewberry Engineers Inc.  
1479 Town Center Drive, Suite D214  
Lakeland, FL 33803

**SUBMITTED TO**

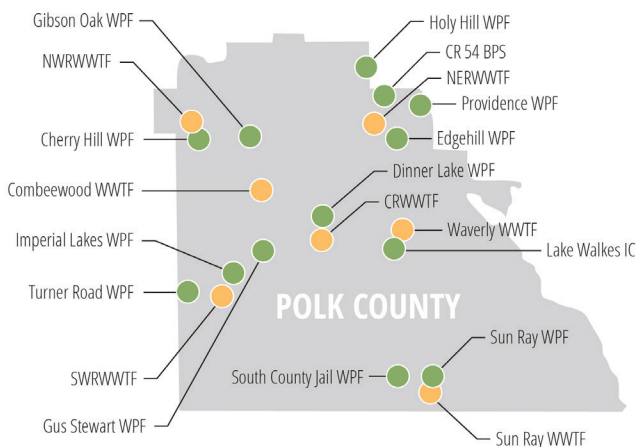
Polk County  
330 West Church Street, Room 150  
Bartow, FL 33830

---

# TAB 1: EXECUTIVE SUMMARY

Dewberry Engineers Inc. (Dewberry) offers Polk County (County) the attentiveness and institutional knowledge of a local full-service water firm combined with the applied knowledge of a national firm experienced in water, wastewater, and reclaimed water projects. For example, Dewberry recently provided planning, design, permitting, bidding, and construction services for the Cherry Hill Water Production Facility and is currently performing Direct Potable Reuse Pilot at the same facility. **Polk County is our home**, and we pride ourselves on the past support we have provided to deliver its water, wastewater, and reclaimed water needs. Throughout our history of working with the County, we've strived to leverage our knowledge of your six utility service areas to meet the needs of the County and achieve project goals or regulatory needs.

**Robert Beltran, PE**, is our Principal-in-Charge. He has 28 years of design, construction administration, regulatory, and project management experience. He was the design manager on the Polk County Utilities (PCU) Program Management team and **has extensive experience and knowledge of the County's water, wastewater, and reclaimed systems**. Robert is also the former Executive Director of the Southwest Florida Water Management District (SWFWMD) and currently serves on the Polk County Planning Commission, providing him a unique understanding of Polk County's water



**FIGURE 1** The dots indicate facilities the Dewberry team members have either led projects or been involved with professionally.

## DEWBERRY ENGINEERS INC.



### CONTACT



Matt O'Connor, PE, Contract Manager  
 1479 Town Center Drive, Suite D214  
 Lakeland, FL 33803  
 863.345.0772 | moconnor@dewberry.com



### YEARS IN BUSINESS

Dewberry has been in business since April 1956.



### FULL-TIME EMPLOYEES

2,282 full-time employees

supply needs and regulatory challenges. **Robert's 20+ year history collaborating with the County has resulted in obtaining approximately \$10 million in funding** to offset design and construction costs.

**Matt O'Connor, PE**, will serve as the Contract Manager for this contract. Since 2002, **Matt has worked with the County on over 15 separate projects** distributed throughout all the utility service areas. Matt served as the Project Manager for County projects such as the Cherry Hill Water Production Facility (WPF) and is supporting the Dewberry team on the East Regional Utility Service Area (ERUSA) Water and Wastewater Master Plan Update. Matt has an unparalleled understanding of the water supply goals for the County.

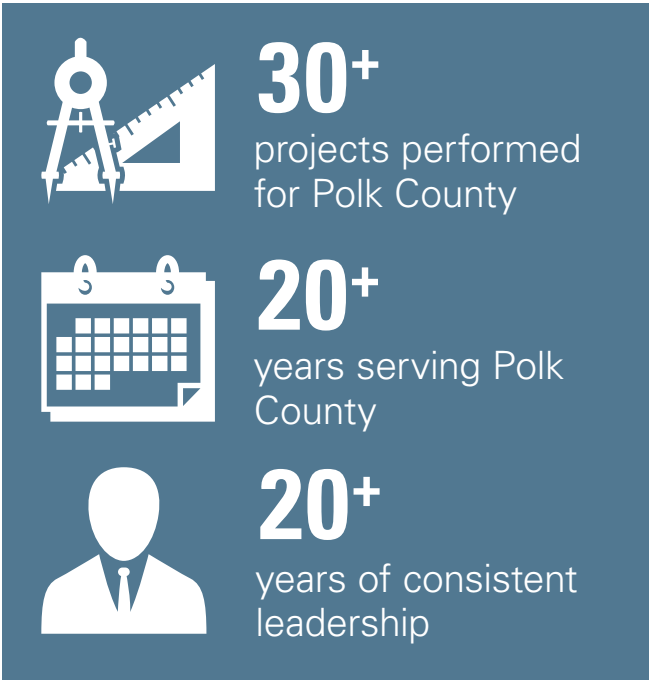
Dewberry has added value to the County due to our extensive experience working collaboratively with stakeholders throughout Polk County. We have a strong track record of meeting project budgets and schedules. We strive to minimize change orders and maximize every dollar spent to provide the County projects that operate efficiently and reliably. Why? Because **Dewberry lives, works, and recreates in Polk County**.

## We Know How to Deliver Successful Projects for the County

Our team has successfully delivered water, wastewater, and reclaimed water projects on schedule and as efficiently as possible. We have demonstrated reliable opinions of costs as evidenced on the Gibson Oaks off-site pipeline improvements project. Our team's first **construction bid was within 1% of the project estimate**, and the second bid was within 15% of the original cost estimate. Another successful project includes the City of Leesburg's Wastewater Treatment Facility (WWTF). This project has schedule constraints with a commitment to increase the WWTF capacity to 6 MGD to meet the development needs of the Villages. Through an alternative delivery method, **our team met the City's commitments for design and construction, despite a compressed schedule**. The construction of Cherry Hill WPF demonstrates Dewberry's ability to minimize change orders yet still facilitate opportunities that can arise during construction. We are proud of delivering value through service with our project approach, highly collaborative problem solving, quality review, and the ability to work with the County to realize engineering and project delivery solutions.

## Funding Expertise

Dewberry understands that a successful project is more than a good set of plans. Helping clients manage and fund the projects is an important element in serving the community's needs. This is why we provide our clients with a team of professionals who can work with them to understand all the potential funding opportunities available. This has become a critical element in delivering projects as we are seeing rising costs and record funding from both state and federal agencies. Our team can work with the designers and clients to match the project benefits with funding requirements providing the best application to be successful in obtaining the funds. Once funds are awarded, we make sure that all the requirements



**30+**  
projects performed  
for Polk County


**20+**  
years serving Polk  
County

**20+**  
years of consistent  
leadership

for compliance are met and planned into the work products to allow for an unimpeded flow of funds.

Dewberry has **experience applying and administering millions of dollars in grant program funding**. Since 1991, our offices have procured over **\$700 million** in grants, state appropriations, and other funding for our clients. In June of this year, **Dewberry presented a funding opportunity to the County** for the new federal Lead and Copper Rule Revisions to provide technical assistance. DEP announced an award on July 12, 2023, for the project's first phase. Polk County received **\$709,574 of funding with 49% loan forgiveness** for this first funding phase.

Our staff keeps pace with program changes and emphasis and funding levels for these grant programs. We have recently hired **Gabriella Vega-Molnar** who worked for the FDEP managing water and springs restoration grants. Dewberry collaborates with our clients to identify and match their needs to the most likely funding sources. We also assist local government clients with preparing the necessary supporting information for Bond Issue Requirements and funding plans for CIP programs. This includes the preparation of conceptual plans and estimates. Accurate information is required for successful project planning. Historically, we have been triumphant in accurately projecting costs which eases the bonding process. For some project loans, we also prepare phasing plans to support the bond issue.



Since 1991  
we have helped secure over  
**\$700 MILLION**  
**IN GRANTS, STATE**  
**APPROPRIATIONS, & OTHER**  
**FUNDING SOURCES**  
towards various client projects

# *State of Florida Department of State*

I certify from the records of this office that DEWBERRY ENGINEERS INC. is a New York corporation authorized to transact business in the State of Florida, qualified on December 26, 2000.

The document number of this corporation is F00000007242.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 24, 2022, 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 Fifth day of January, 2023*



*Secretary of State*

Tracking Number: 2476514278CU

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

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

FIGURE 2 Secretary of State Documentation



Log On Home

Search for a Licensee  
Apply for a License  
View Application Status  
Find Exam Information  
File a Complaint  
AB&T Delinquent  
Invoice & Activity  
List Search

### Licensee Details

Licensee Information	
Name:	<b>DEWBERRY ENGINEERS INC. (Primary Name)</b>
Main Address:	<b>8401 ARLINGTON BLVD. FAIRFAX Virginia 22031</b>
County:	<b>OUT OF STATE</b>
License Mailing:	
LicenseLocation:	

License Information	
License Type:	<b>Registry</b>
Rank:	<b>Registry</b>
License Number:	<b>8794</b>
Status:	<b>Current</b>
Licensure Date:	<b>02/09/2001</b>
Expires:	

Special Qualifications	Qualification Effective

Alternate Names

[View Related License Information](#)  
[View License Complaint](#)

**FIGURE 3** Dewberry is licensed and qualified to perform the requested services in the state of Florida. Please be advised that as of February 2021, the Florida Board of Professional Engineers (FBPE) does not require companies to renew their engineering licensure and therefore no longer have printable licenses nor applicable expiration dates, only a requirement that they be currently listed on the Board’s registry. Dewberry is up-to-date on professional registration to the board, which can be confirmed with a Florida Department of Business & Professional Regulation (DBPR) licensee search as shown below.

June 27, 2023

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

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

Contained within this addendum: Questions Received and Answers.

Ari Goldstein, CPP

*Ari Goldstein*

Senior Procurement Analyst  
Procurement Division

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

Signature

 VP

Printed Name: Robert Beltran, PE

Title: Vice President

Company: Dewberry Engineers Inc.

July 3, 2023

**POLK COUNTY, A POLITICAL SUBDIVISION OF  
THE STATE OF FLORIDA  
ADDENDUM # 2  
RFP 23-448, Utilities Design Services and Regulatory Services**

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

Contained within this addendum: Questions Received and Answers.

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

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

Ari Goldstein, CPP

*Ari Goldstein*

Senior Procurement Analyst  
Procurement Division

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

Signature

 VP

Printed Name: Robert Beltran, PE

Title: Vice President

Company: Dewberry Engineers Inc.

July 11, 2023

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

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

Contained within this addendum: Questions Received and Answers.

Ari Goldstein, CPP

*Ari Goldstein*

Senior Procurement Analyst  
Procurement Division

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

Signature

 VP.

Printed Name: Robert Beltran, PE

Title: Vice President

Company: Dewberry Engineers Inc.

## Proposers Incorporation Information

(Submittal Page)

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

Company Name: Dewberry Engineers Inc.

DBA/Fictitious Name (if applicable): \_\_\_\_\_

TIN #: 13-0746510

Address: 1479 Town Center Drive, Suite D214

City: Lakeland

State: FL

Zip Code: 33803

County: United States

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

Contact Person: Robert Beltran, PE

Phone Number: 863.345.1470

Cell Phone Number: 863.559.2471

Email Address: rbeltran@dewberry.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: NY

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

# Request for Taxpayer Identification Number and Certification

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

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Dewberry Engineers Inc.</b>	
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 <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <u>5</u>  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>8401 Arlington Blvd.</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>Fairfax, VA 22031</b>	
7 List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>																																																			
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 <i>How to get a TIN</i> , later.																																																			
<b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> <td style="width: 25px; height: 25px;"></td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="width: 25px; height: 25px; text-align: center;">1</td> <td style="width: 25px; height: 25px; text-align: center;">3</td> <td style="width: 25px; height: 25px; text-align: center;">-</td> <td style="width: 25px; height: 25px; text-align: center;">0</td> <td style="width: 25px; height: 25px; text-align: center;">7</td> <td style="width: 25px; height: 25px; text-align: center;">4</td> <td style="width: 25px; height: 25px; text-align: center;">6</td> <td style="width: 25px; height: 25px; text-align: center;">5</td> <td style="width: 25px; height: 25px; text-align: center;">1</td> <td style="width: 25px; height: 25px; text-align: center;">0</td> </tr> </table>	Social security number																				or										Employer identification number										1	3	-	0	7	4	6	5	1	0
Social security number																																																			
or																																																			
Employer identification number																																																			
1	3	-	0	7	4	6	5	1	0																																										

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

<b>Sign Here</b>	Signature of U.S. person ▶ <i>Richard Goldstein</i>	Date ▶	<b>01/06/2023</b>
------------------	---	--------	-------------------

### 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](http://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-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**

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

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

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

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

Company Name: Dewberry Engineers Inc.

Signature: *Robert Bellean*

Title: Vice President

Date: July 19, 2023

State of: Florida

County of: Polk

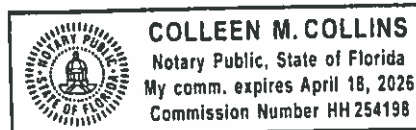
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 19 day of July, 2023, by Robert Bellean (name) as Vice President (title of officer) of Dewberry (entity name), on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Public Signature: *Colleen M. Collins*

Printed Name of Notary Public: COLLEEN M. COLLINS

Notary Commission Number and Expiration: April 18, 2026

(AFFIX NOTARY SEAL)



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

RFP 23-448, UTILITIES DESIGN SERVICES & REGULATORY SERVICES

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

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

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

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

Executed this 19 day of June, 2023.

**ATTEST:**

By:   
PRINTED NAME: Nicole Delgado-Velez  
Its: Administrative Assistant I

**CONSULTANT:**

By:   
PRINTED NAME: Robert Beltran  
Its: Vice President

# TAB 2: APPROACH TO THE PROJECT


## Project Management

Our team’s approach has a long history of success with Polk County. This success dates back to 2001 when our staff members helped to design and construct facilities like Turner Road Water Production Facility (WPF), Sunray Wastewater Treatment Facility (WWTF), the South County WPF, and several other facilities in the Northeast Regional Utility Service Area (NERUSA). Dewberry’s history not only involves the design and construction of facilities, we have also been a critical partner to the County acting as an extension of staff in planning and facilitating the County’s monthly water resources coordination meetings and providing regulatory compliance assistance. Dewberry has worked on both South and Southwest Florida Water Management District (SFWMD/SWFWMD) permits for the various service areas.

Our approach to providing tailored professional services is to use our close working relationships with County staff and our intimate knowledge of the utility service areas to be responsive to the County’s specific needs. To achieve this, we will provide qualified staff experienced in each specific discipline, listen to and understand the County’s goals and expectations, and communicate continually throughout each project. To facilitate this, we have assigned **Matt O’Connor, PE**, as **Contract Manager** concerning all project-related matters. He has been working with the County since 2002 and knows the County through the many ongoing and completed projects we have performed. He will provide frequent and timely face-to-face, telephone, and electronic interaction to meet your needs throughout the life of this contract.

**Robert Beltran, PE**, will serve as **Principal-in-Charge**. Robert was an integral member of the County’s program management team and understands both the technical and contractual issues associated with the County’s compliance and community improvement programs (CIPs).

Upon notification of each specific project, Matt will hand-select a core project team of our qualified professionals who have a long history of working with the County. These individuals include **Mike Pekkala, PE, Devan White, PE, Colson Marsh, PE, Scott Ethier, PE, Brent White, PE, Lisa Kelley, JD**, and others. Our team of individuals

 Dewberry can perform nearly every service outlined in Polk County’s RFP in-house.	Dewberry	Subconsultant
Civil engineering	●	
Utility master planning & hydraulic modeling	●	
Water quality master plans & water conservation plans	●	
Water quality engineering, modeling, & evaluation	●	
Wastewater engineering, treatment, & evaluation	●	
Biosolids management design & operation	●	
Regulatory compliance and permitting	●	
Utility environmental affairs	●	
Land surveying	●	●
Hydrology & surface water modeling	●	●
Hydrogeologic modeling & evaluation of water quality data	●	●
Well construction & abandonment	●	
Well head protection, water quality & environmental assessments	●	
Feasibility studies for developing, improving & maintaining water, wastewater & reclaim water systems	●	
Geotechnical engineering		●
Utility acquisition and evaluation	●	●
Right-of-way and easement acquisition services		●
Structural engineering	●	●
Electrical engineering	●	
Mechanical engineering	●	
Constructability plan review/value engineering	●	
I&C engineering & programming for SCADA systems	●	
Construction administration and construction observation	●	
Water, wastewater, & reclaim water facilities operational experience	●	
Public involvement services	●	●
Water conservation education and/or enforcement	●	
Subsurface utility engineering and locating	●	
Architectural services	●	
GIS Analysis, SDE Management & GIS database maintenance & support capabilities	●	
CADD design capabilities	●	
Database & information system development	●	
Energy audits	●	
Green Engineering Practices	●	

**TABLE 1** Dewberry and/or a subconsultant will perform services with double dots to ensure maximum utilization of W/MBE consultants’ services and to maximize capacity.

has experience in the disciplines required and the availability to be responsive. The project team will then meet with the County to “kick-off” and discuss the specific details and goals of the project. Each initial kickoff meeting will be immediately followed by an internal Dewberry team meeting to make any adjustments desired by the County. The Dewberry team will then develop a complete work scope defining the project tasks and schedule, along with an associated breakdown of costs for review and acceptance by the County. Regulatory review, site visits, and client meetings will be considered based on the specific goals, design criteria, and complexity of each project.

On a continual basis, the Dewberry team will review all projects for current status, projected staffing, schedule, and other resource requirements and availability. By continually surveying project conditions, the Dewberry team will be able to respond to the County’s needs as goals evolve and unforeseen circumstances arise. Adjustments will be made in close coordination with County staff through timely coordination, early involvement of regulatory agencies or other stakeholders, and will be expressed through regular status reports.

An example of the Dewberry team’s general approach to a typical construction project includes:



## Project Team Management

Dewberry has a strong track record of meeting project budgets. Like you, we want to minimize change orders and maximize every dollar spent to provide a project that operates efficiently and reliably while also fitting within the overall budget. We minimize schedule and budget issues through the “Plan-Do-Check-Act” cycle to manage budget, schedule, and quality. We integrate QA/QC into the project development through the study, design, and production process rather than applied as a separate system. As an integral program, the intent is to avoid poor decisions or errors rather than find and correct mistakes and problems. Our team management approach begins immediately after notice-to-proceed and consists of the following elements:

- Multi-discipline technical input and design coordination through structured project team meetings, including all assigned subconsultant personnel
- Structured review at completion of 30%, 60%, 90%, and 100% design stages for adherence to design criteria, suitability of material, and treatment systems design elements
- Building time into the schedule specifically allocated to QA/QC reviews at each project milestone appropriate to the level of QA/QC being performed
- Coordination of engineering design and construction phasing and evaluation of cost estimates and budget
- Periodic peer review during design development for suitability, accuracy, and completeness
- A final review by senior quality control staff for technical accuracy and interdisciplinary coordination

### Why the Dewberry Team?



Cohesive group of professionals integrated across service areas to leverage success for Polk County



Local, responsive Contract Manager ready to continue partnering with Polk County



350 employees in Florida dedicated to bringing additional resources to the County



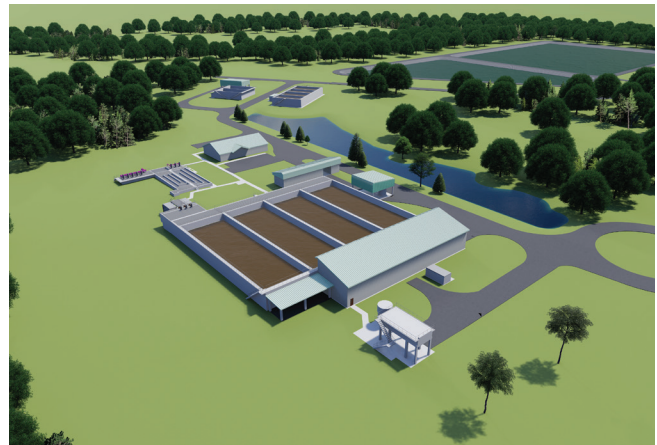
History of successful partnerships with Polk County and local regulatory agencies



48 water and wastewater professionals in Florida



Professionals who can help Polk County identify potential funding sources



“Dewberry has proven to be a reliable team that consistently delivers high-quality products within tight schedules. I am grateful to have worked with them on the PRWC program that is so critical to meet the County’s future water supply needs.”

—ERIC DEHAVEN

EXECUTIVE DIRECTOR | POLK REGIONAL WATER COOPERATIVE

## Quality Assurance/Quality Control (QA/QC) Program

Dewberry's commitment to quality in the design and construction (post-design) phases is demonstrated in the reference surveys included in this proposal. **Mike Pekkala, PE**, a senior project manager with 40 years of experience, will serve as the QA/QC manager for water/wastewater facilities and **Carl Bundschuh, PE**, who has 27 years of experience, will serve as QA/QC manager for linear infrastructure. They will confirm that our project-specific Quality Management Plan, submitted immediately following notice-to-proceed, is implemented throughout the design and for every deliverable.

All subconsultants will be required to follow the Dewberry plan or submit their own QA/QC plan for our approval. Constructability reviews will be performed with a focus on identifying issues that could affect construction time or costs and confirming that the work has the appropriate quantities and pay items. Prior to submittal of any work product to the County, we will complete a rigorous QC review. QC reviews are built into the project schedule and provide enough time prior to a submittal date to make the necessary corrections for any task completed. The purpose of the QC review is twofold:

1. To be a "second set of eyes" to confirm that deliverables are complete and accurate and that the design elements are properly documented and detailed.
2. To confirm that the design has progressed to the appropriate level of completion as required by the submittal.

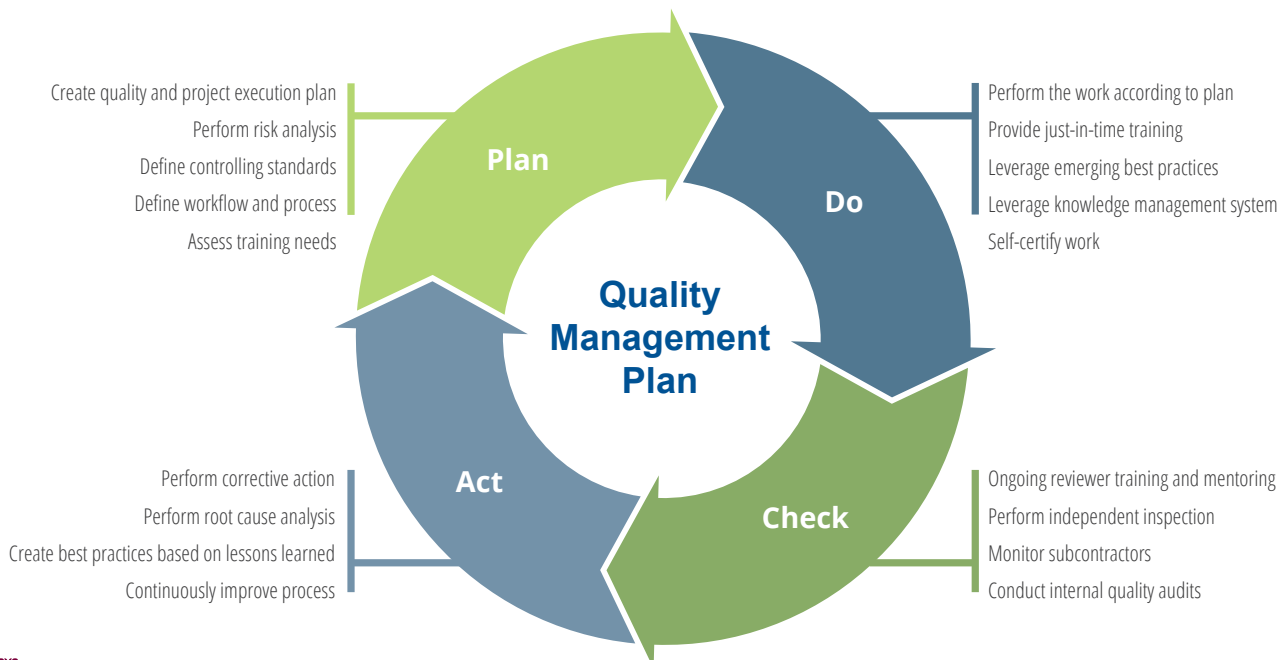
The QC review is made up of the reviewer's completed checklist and mark-ups and will be maintained in a QC directory as part of the contract file.

Dewberry's QMS has been certified to meet ISO Standard 9001:2015 by National Quality Assurance.

"PCU has a long track record of working with Dewberry and they are always innovative and responsive to the County and its needs."

— MARK ADDISON, PE

COMMUNITY INVESTMENT PROGRAM MANAGER | POLK COUNTY UTILITIES DIVISION



# TAB 3: EXPERIENCE, EXPERTISE, PERSONNEL AND TECHNICAL RESOURCES

## East Regional Utility Service Area (ERUSA) Water and Wastewater Master Plan POLK COUNTY, FL



- **COST** \$183,390 (fee)
- **SIZE** 1.37 MGD
- **PROJECT REPRESENTATIVE**  
Mark Addison, PE  
1011 Jim Keene Blvd  
Winter Haven, FL 33880  
863.298.4214  
markaddison@polk-county.net
- **COMPLETION** January 2019
- **RESPONSIBILITY** Prime
- **CHANGE ORDERS**  
None
- **TIME EXTENSIONS**  
N/A

Polk County Utilities (PCU) has six regional service areas. Dewberry was responsible for performing and coordinating master plan services for the PCU ERUSA. Dewberry coordinated with WSP to produce a combined water and wastewater master plan for the ERUSA. The water purification facilities, wastewater treatment facility, and multiple lift stations in the ERUSA were visited and documented. PCU provided Dewberry water (WaterGEMs) and wastewater (SewerGEMs) models that were recently updated and calibrated as the basis for the hydraulic analyses. Future model scenarios were developed through the planning year 2040 and future infrastructure needs for both the potable water and wastewater systems were evaluated. The potable water system was evaluated for regionalization/consolidation of any or all of the six water production facilities as a cost-effective approach to meeting future water demands. Similarly, Dewberry evaluated regionalization options to combine Waverly and East wastewater systems for the most cost-effective approach to meeting future flow conditions. A level of service (LOS) analysis was performed, and a prioritized capital improvement program was developed to provide current and future customers with public utilities that meet the current adopted LOS and accommodate future growth. The final report, developed in close collaboration with Polk County staff, identified improvements to the water distribution and wastewater collection systems for the County through 2040. As such, the report included, among other things:

- A description of the facilities and an evaluation of the condition of the system
- An assessment of the system's compliance with regulatory and permit requirements
- Prioritized capital improvement projects anticipated to be financed by PCU during the forecasted period of 20 years

## Cherry Hill Water Production Facility POLK COUNTY, FL



- **COST** \$889,005 (fee)
- **SIZE** 3.12 MGD
- **PROJECT REPRESENTATIVE**  
Holden Wright, PE  
1011 Jim Keene Blvd  
Winter Haven, FL 33880  
863.298.4167  
holdenwright@polk-county.net
- **COMPLETION** May 2023
- **RESPONSIBILITY** Prime
- **CHANGE ORDERS**  
None
- **TIME EXTENSIONS**  
N/A

Dewberry provided services for planning, designing, permitting, bidding, and constructing the Cherry Hill Water Production Facility (WPF). Dewberry assisted Polk County Utilities (PCU) with establishing the conditions for the three regional plants that will serve the Northwest Regional Service Area (NWRUSA). Dewberry is completing their services through design, bidding, and construction of the Cherry Hill Regional WPF, which will replace two smaller facilities and allow for the addition of alternative water supply at the facility in the future.

Dewberry provided permitting support to obtain a new water use permit (WUP) for PCU from Southwest Florida Water Management District (SWFWMD). Under this task, Dewberry also provided hydraulic modeling for the service area to determine the operating conditions for the three regional facilities that will supply the area in the future. A Preliminary Design Report was created for the new potable WPF at the Cherry Hill site. The report describes the design for the recommended improvements based on current regulatory requirements. A preliminary construction schedule and an Engineer's Opinion of Probable Construction Cost were also included. The report also provided the means for alternative water supply to be a source for the facility in the future.

Design documents were prepared that provided for the construction of two on-site Upper Floridan Aquifer wells rated at 3.12 MGD each, a one MGD prestressed concrete ground storage tank with tray aerator, high service pumps with a capacity of up to 9 MGD, sodium hypochlorite storage and feed system with a pre-chlorination and flow-paced post-chlorination feed points, a precast building for housing the electrical and controls equipment, and a 750 kW generator with a fuel tank. The controls room contained two redundant desktop computers that serve as the HMI for the SCADA. These computers were connected to the county-wide utility network, which reports status and alarms back to a central location at the administration building.

## Polk Regional Water Cooperative, Water Supply Development POLK COUNTY, FL



Dewberry was a key subconsultant in assisting Polk Regional Water Cooperative (PRWC) in developing the transmission pipeline system for a newly established organization. PRWC membership includes 15 municipalities and the Polk County Government. The cooperative was formed to provide alternative water supply to its members to preserve traditional groundwater supply. To deliver this new alternative water supply to the 16 members of PRWC, Dewberry investigated over 200 miles of potential pipe corridors to establish the pipeline route for 65 miles of transmission pipeline to be designed and constructed. Dewberry led the preliminary design and modeling for the transmission system, which ranges in size from 42 to 6 inches in diameter. The design takes into consideration easement acquisition, environmental permitting, and overall cost to provide the best solution. The final recommendation included the concept of water “wheeling” in which one member could deliver alternative water supply to a neighboring member through its existing distribution system. This saved costs for the project on direct piping construction and operation.

Dewberry also provided services in developing a plan to finance and fund alternative water supply to collaboratively address Polk County’s water supply needs. Traditionally, the Upper Floridan Aquifer (UFA) serves as the source of public potable water for Central Florida. According to the Central Florida Water Initiative (CFWI) 2015 Regional Water Supply Plan (RWSP), traditional groundwater resources alone cannot meet future water demands or currently permitted allocations without causing unacceptable impacts to water resources and related natural systems. The development of alternative water supply to supplement Polk County drinking water will offset over-pumping, augment the water supply, and reduce environmental impacts for 2.7 million people in Central Florida. To meet future water supply needs, PRWC is building two regional water treatment facilities capable of producing 7.5 MGD and 2.5 MGD with the ability to expand. The funding solutions combine member funding with matching grants from Southwest Florida Water Management District (SWFWMD), WIFIA loan, and a bank line of credit to address the timing of funding needs through the planning, design, and construction phases.

- **COST** \$3,000,000 (fee)
- **SIZE** 2 Facilities: 7.5 MGD and 2.5 MGD
- **PROJECT REPRESENTATIVE**  
Eric Dehaven  
330 West Church Street  
Bartow, FL 33831  
863.534.6000  
ericdehaven@prwcwater.org
- **COMPLETION** July 2021
- **RESPONSIBILITY**  
Subconsultant
- **CHANGE ORDERS**  
None
- **TIME EXTENSIONS**  
N/A

## Leesburg Wastewater Treatment Facility LEESBURG, FL



- **COST** \$1,159,339 (fee)
- **SIZE** 4.5 MGD
- **PROJECT REPRESENTATIVE**  
Cliff Kelsey  
501 W. Meadow Street  
Leesburg, FL 24748  
352.435.9442  
cliff.kelsey@leesburgflorida.gov
- **COMPLETION** January 2022
- **RESPONSIBILITY** Prime
- **CHANGE ORDERS**  
None
- **TIME EXTENSIONS**  
N/A

Due to anticipated increased flows and reclaimed water demands associated with the proposed developments within the area and through agreements with other utilities, the City of Leesburg contracted Dewberry to upgrade the Turnpike Wastewater Treatment Facility (WWTF) capacity. Dewberry was selected to determine the capacity needed for the next 20 years and design the upgrades to accommodate the new capacities at the Turnpike WWTF. These services have included planning, design, permitting, funding, and construction administration services.

The large increase in flows in a short timeframe required an interim expansion to accommodate projected capacity requirements, with a second expansion anticipated for future development. Phase 1 contains the capacity analysis, basis of design, design documents, and construction services for the expansion from 3.0 MGD to 4.5 MGD.

Dewberry provided planning and is finalizing design services for the initial expansion, including a new sequencing batch reactor, blowers, new WAS pumping, decant basin, decant pump station, tertiary disk filters, disinfection improvements, reclaimed water pump station, biosolids upgrades, and associated electrical, instrumentation, and SCADA upgrades. In addition, Dewberry assisted the City with pursuing funding options through appropriations and grants. The team successfully secured \$1.4 million in cost-share funding through the water management district.

Key design elements of the project include schedule, optimizing the ultimate capacity by verifying initial buildout capacities during Phase 1, and maintaining facility operations during construction.

## Wakulla Gardens Sewer System Expansion WAKULLA COUNTY, FL

### Wakulla Gardens Phase I

Phase I of this project implemented gravity sewer collection and pump stations in the first area of a multi-phased sewer project in the Wakulla Gardens subdivision. Wakulla Gardens Phase I consisted of providing gravity sewer to Unit 4 of the subdivision and constructing a duplex lift station for Unit 4 along with a master duplex (with capability to expand to triplex) lift station that will accommodate future phases. The project also provided a new force main route for two existing subdivisions in the area to alleviate strain along their current route to the WWTP. Road paving and ditchwork were also included to improve the neighborhoods receiving the new sewer system. With a total construction budget of \$2.4 million, the project consisted of the construction of approximately 4,200 LF of 8-inch gravity sewer, 17 manholes, a duplex lift station, a master duplex (future triplex) lift station, and 27,400 LF of force main. Engineering and surveying services are also required for pumping station site selection and procurement. Phase I provided 46 active sewer connections and 47 inactive “stub-outs” to vacant lots to provide access once built out.

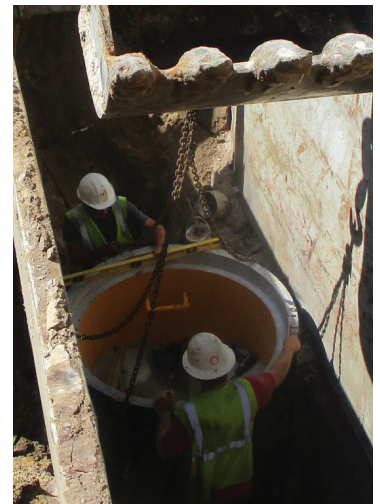
### Wakulla Gardens Phase II

Phase II of the project resumed gravity sewer collection improvements and installation of pump stations in additional areas of this multi-phased sewer project. Phase II consisted of providing gravity sewer to Unit 2 and Unit 3 of the subdivision and constructing a duplex lift station. The lift station connected to the proposed master lift station designed for Phase I construction. The project also provided upgrades to downstream lift stations, which need increased capacity to service the load added by this project. Road paving and ditchwork were also included to improve the neighborhoods receiving the new sewer system. With a total construction budget of \$4 million, the project comprised approximately 15,445 LF of 8-inch gravity sewer, 50 manholes, a duplex lift station, and 1,950 LF of force main. Engineering and surveying services are also required for pumping station site selection and procurement. Approximately 181 additional sewer connections were constructed during this phase, with an additional 224 “stub-outs” for future connections. The project included the demolition of existing septic tanks for all connections.

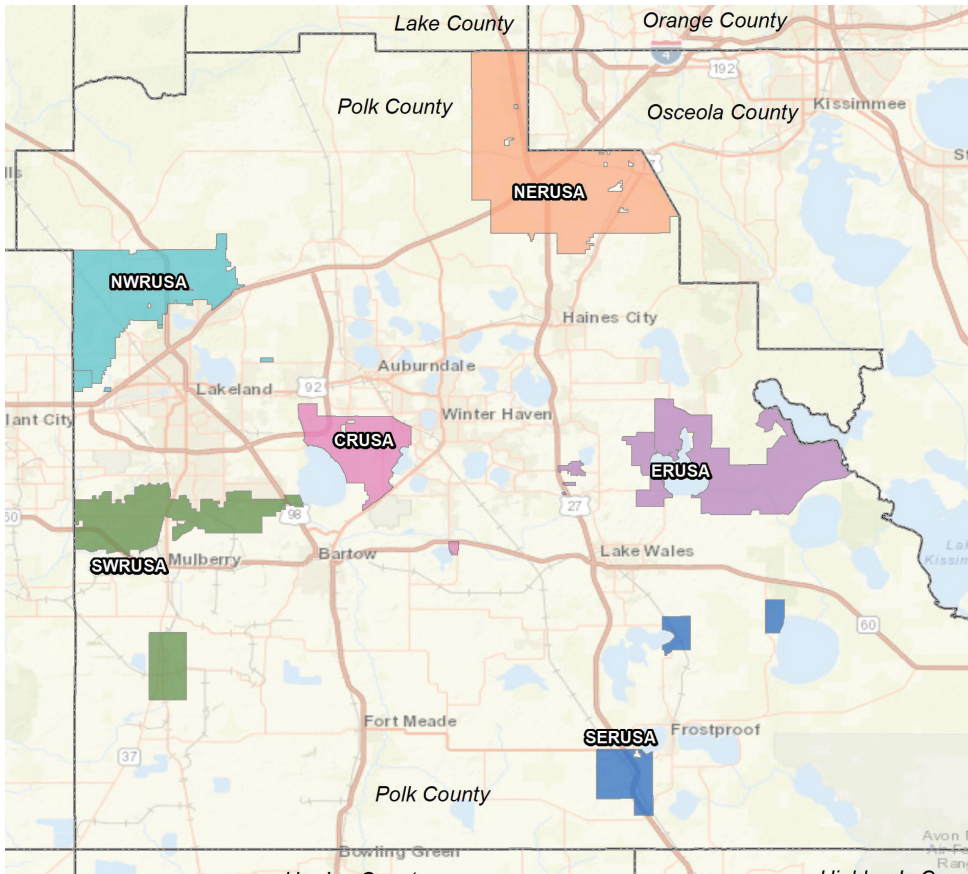
### Wakulla Gardens Phase III

Wakulla Gardens Phase III is located in Unit I of the Wakulla Gardens subdivision and is situated between previously completed phases I and II to the north and south, respectively. Phase III improvements provide gravity sewer to approximately 224 active connections and 174 “stub-outs” to future developed lots. The collection system discharges into a local duplex lift station. From the Phase III lift station, a 6-inch forcemain is routed and discharged into the Wakulla Gardens Phase I master lift station, sized to accommodate flows from future phases. The project consists of 15,350 LF of 8-inch gravity, 3,150 LF of 6-inch forcemain and 54 manholes, 34 future lots on residential grinder pumps, and the demolition of existing septic tanks for connections. To further improve the subdivision, road paving, and minor ditchwork design was completed in areas receiving sanitary sewer system. This project is currently under construction, with an anticipated completion date of December 2023.

- **COST** Phase I & II: \$6,611,021  
Phase III: \$6,898,574
- **SIZE** Varies per phase
- **PROJECT REPRESENTATIVE**  
David Edwards  
3093 Crawfordville Highway  
Crawfordville, FL 32327  
850.926.0919  
dedwards@mywakulla.com
- **COMPLETION**  
Phase I: May 2018  
Phase II: October 2019  
Phase III: December 2023
- **RESPONSIBILITY** Prime
- **CHANGE ORDERS**  
None
- **TIME EXTENSIONS**  
N/A



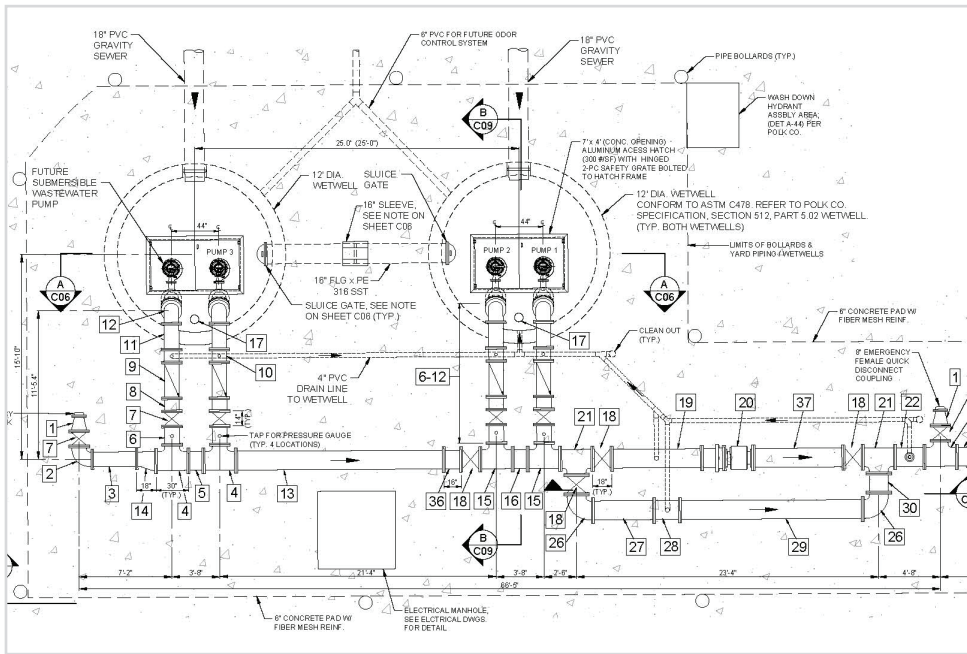
## Polk County Utilities Water Resources Coordination POLK COUNTY, FL



- **COST** 2022: \$79,988 (fee)  
2023: \$79,940 (fee)
- **SIZE** N/A
- **PROJECT REPRESENTATIVE**  
Tania McMillian  
1011 Jim Keene Blvd  
Winter Haven, FL 33880  
863.298.4190  
tania.mcmillan@polk-county.net
- **COMPLETION** Ongoing
- **RESPONSIBILITY** Prime
- **CHANGE ORDERS**  
N/A
- **TIME EXTENSIONS**  
N/A

As of 2022, Dewberry plans and facilitates the County's monthly water resources coordination meetings and, when needed, provides regulatory compliance assistance. Through these meetings, Dewberry provides water resources guidance, planning, and assistance with regulatory and funding programs and, when needed, assists the County with maintaining or gaining regulatory compliance and permits. Dewberry provides general hydraulic modeling for development review services to support the decision-making process and assist the County in prioritizing capital improvement projects related to the six service areas throughout the County. Without proper planning, water, wastewater, stormwater, and other related services could encounter resource limitations.

## Ernie Caldwell Boulevard Lift Station POLK COUNTY, FL



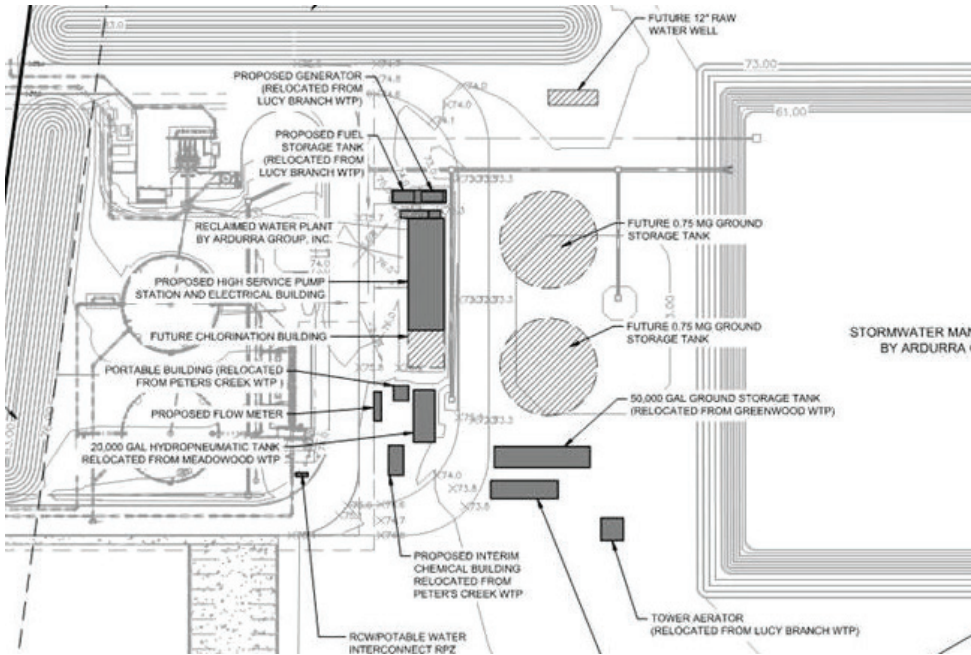
- **COST** \$270,000 (fee)
- **SIZE** Quadplex (Up to 3,800 GPM)
- **PROJECT REPRESENTATIVE**  
Peter Chichetto  
10192 Dowden Road  
Orlando, FL 32832  
407.468.7884  
pmchichetto@drhorton.com
- **COMPLETION** December 2024
- **RESPONSIBILITY**  
Subconsultant
- **CHANGE ORDERS**  
None
- **TIME EXTENSIONS**  
Project was temporarily put on hold based on developer's request. Project is currently back on track.

Dewberry designed a new Polk County Master Lift Station (LS# 373) on Ernie Caldwell Boulevard to support development expansion and convey regional sanitary flows to the County's WWTP. We completed the civil, mechanical, structural, HVAC, and electrical design. The project also included an environmental review, geotechnical explorations, and easement acquisition.

The quadplex Master Lift Station is designed with two 12-foot diameter, 29-foot-deep wet wells to support four 50-HP pumps, with the electrical design supporting up to 100-HP pumps for future growth. The electrical design was completed per Polk County's standards and includes the electrical building components, electrical controls, a SCADA system, and a 300 kW emergency backup generator. We coordinated with Duke Energy for compliance with the power company's requirements and locating the transformer pads and electrical conduits to the Master Lift Station.

## Governor's Park Supply Well Drilling and Interim Water Treatment Plant

CLAY COUNTY, FL



- **COST** \$1,087,490 (est.)
- **SIZE** 20-inch diameter water supply wells with total depth of 1,200 feet | 0.495 MDG interim WTP
- **PROJECT REPRESENTATIVE**  
Darrell Damrow, PE  
3176 Old Jennings Road  
Middleburg, FL 32068  
904.213.2426  
ddamrow@clayutility.org
- **COMPLETION** Ongoing
- **RESPONSIBILITY** Prime
- **CHANGE ORDERS** None
- **TIME EXTENSIONS** N/A

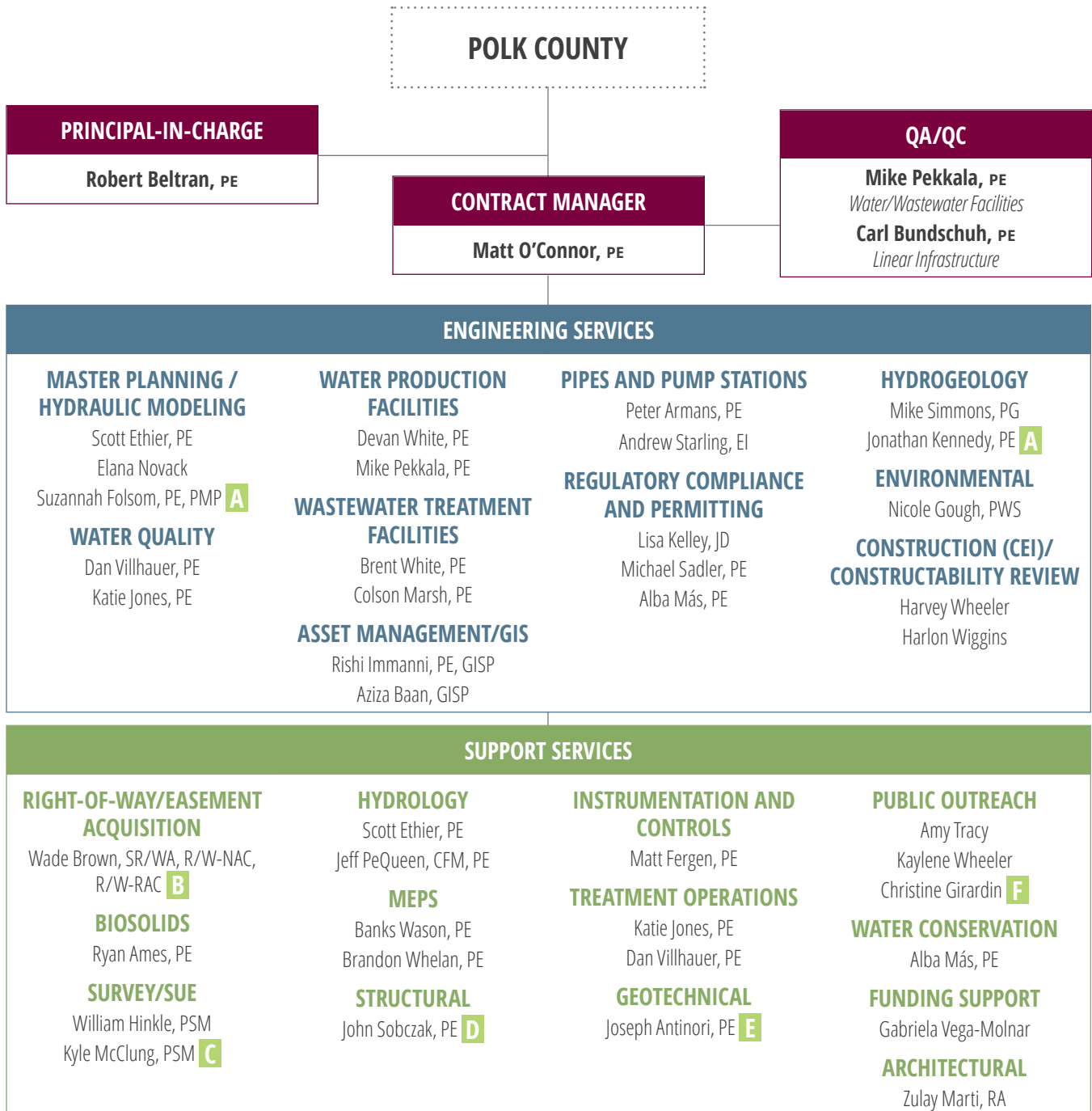
This project includes designing and constructing two 20-inch diameter water supply wells with a total depth of approximately 1,200 feet, aquifer testing, and permitting for those wells. The project also includes construction of a 0.495 MGD interim WTP. The wells and the treatment plant were expedited projects to meet contractual deadlines to supply water for nearby developments. To meet the challenges of the short design and construction deadlines, the project utilized existing equipment (storage tanks and pumps) that were separately bid, as well as pre-purchase of long-lead time equipment (electrical gear and pipe and fittings). This required separate pre-purchase documents that were coordinated with the main bid documents.

As this plant was only one of the facilities being constructed at the site, close coordination with the engineer of record (Ardurra) for the reclaimed water facilities, wastewater lift station, and civil design of the site was provided, utilizing multiple meetings with Ardurra and the utility, to make sure the projects were coordinated.

The project was initially bid using existing steel ground storage tanks and tower aerator. The project is now being re-evaluated with the construction of a 500,000-gallon ground storage tank and other value modifications.

## Organizational Chart

Dewberry Contract Manager, **Matt O'Connor, PE**, and Principal-in-Charge, **Robert Beltran, PE**, are consistent and responsive, making Dewberry a highly desirable partner to continue serving Polk County under this contract. **Mike Pekkala, PE**, and **Carl Bundschuh, PE**, will be responsible for quality control on this project with a combined 67 years of experience leading water projects. Additionally, our team includes several key staff dedicated to this contract. **Brent White, PE**, and **Devan White, PE**, will serve as design leads, bringing 30 years of experience in water projects. MEPS will be led by **Banks Watson, PE**, who has significant experience working in Polk County and construction will be led by **Harvey Wheeler**.



**A** Juturna Consulting <

**C** Suncoast Land Surveying <

**E** Tierra <

< SWAM Certified Firm

**B** AAG

**D** C Solutions <

**F** Valerin <



**Matt O'Connor, PE**

**TITLE: SENIOR ASSOCIATE, SENIOR PROJECT MANAGER**

**PROJECT ASSIGNMENT: CONTRACT MANAGER**

Matt has 23 years of experience developing high-quality, well-designed water management systems for wastewater, water, and stormwater facilities, including new facilities and retrofitting existing treatment systems. He has served Polk County on 15 projects over the past 20 years. His experience encompasses design project management and construction management.

- **CURRENT POSITION**  
Senior Project Manager
- **EDUCATION**  
BS • Civil Engineering
- **REGISTRATIONS**  
Professional Engineer • FL
- **YEARS OF EXPERIENCE**  
23

**Polk County Utilities (PCU), Cherry Hill Water Production Facility, Phase II, Polk County, FL, Project Manager | Dollar Value: \$889,005**

Polk County Utilities (PCU) contracted with Dewberry to provide services for planning, design, permitting, bidding, and construction of the Cherry Hill Water Production Facility (WPF). Dewberry assisted PCU with establishing the conditions for the three regional plants that will serve the Northwest Regional Service Area (NWRSA). Additionally, Dewberry is completing services through design, bidding, and construction of the Cherry Hill Regional WPF, which will replace two smaller facilities and allow for the addition of alternative water supply at the facility in the Polk Regional Water Cooperative Phase 1.

**Polk Regional Water Cooperative Southeast Lower Floridan Aquifer Project, Polk County, FL, Project Manager | Dollar Value: \$3,418,098**

The project includes a preliminary design of 61 miles of transmission pipeline to distribute potable water to multiple municipalities throughout Polk County, including route analysis of over 200 miles of corridor for the pipeline. Multiple funding sources were leveraged, including State Revolving Fund loans, SWFWMD co-funding (\$236 million), and WIFIA loans (\$230 million) future.

**Plant City Water Treatment Plant #5, Plant City, FL, Project Manager | Dollar Value: \$1,379,154**

Matt led the team in designing the 5 MGD-rated new water plant for the City. Services included testing the existing well at rates over 5 MGD to determine impacts on the wetland and providing I&C upgrades at the current water plants #1-4. The site includes the chemical addition of polyphosphate for corrosion control, hydrofluosilicic acid to maintain fluoride levels in the drinking water, and sodium hypochlorite for water disinfection.

**Clay County Utilities Authority (CCUA), Governor's Park Interim Water Treatment Plant, Clay County, FL, Project Manager | Dollar Value: \$1,031,505**

This fast-tracked project provides potable water supply and treatment to serve new development in the county near Green Cove Springs. The project includes designing and constructing two 20-inch water supply wells rated for 1,770 gpm each, modifying the existing Consumptive Use Permit, aquifer performance testing, and construction services during drilling. The interim WTP includes the well head equipment design, aeration, ground storage, high-service pumping, flow metering, and disinfection.



**Robert Beltran, PE**

**TITLE: VICE PRESIDENT, BUSINESS UNIT MANAGER**

**PROJECT ASSIGNMENT: PRINCIPAL-IN-CHARGE**

Robert is a professional engineer with a master's degree in engineering and 28 years of experience. His experience includes serving as the SWFWMD Assistant and then Executive Director. In these roles, he worked on water policy and projects that helped form the foundation of key elements of the comprehensive water bill that passed into law in 2016. Other initiatives directed by Robert while at SWFWMD include leading the solutions team for the Central Florida Water Initiative (CFWI) to provide adequate alternative water supply projects that overlap three water management districts; and chairing the Management Oversight Committee, which set the path and direction until 2020 for the CFWI through the creation of the guidance document.

• **CURRENT POSITION**  
Business Unit Manager

• **EDUCATION**  
MS • Environmental Engineering  
BS • Civil Engineering

• **REGISTRATIONS**  
Professional Engineer • FL

• **YEARS OF EXPERIENCE**  
28

**Polk Regional Water Cooperative (PRWC) Southeast Lower Floridan Aquifer Project, Polk County, FL, Principal-in-Charge | Dollar Value: \$3,418,098**

This project includes preliminary design of 61 miles of transmission pipeline to distribute potable water to multiple municipalities throughout Polk County, including route analysis of over 200 miles of corridor for the pipeline. Multiple funding sources were leveraged, including State Revolving Fund loans, SWFWMD co-funding (\$236 million), and WIFIA loans (\$230 million) future.

**Polk County Utilities (PCU), Cherry Hill Water Production Facility, Phase II, Polk County, FL, Principal-in-Charge | Dollar Value: \$889,005**

PCU contracted with Dewberry to provide services for planning, design, permitting, bidding, and construction of the Cherry Hill Water Production Facility (WPF). Dewberry assisted PCU with establishing the conditions for the three regional plants that will serve the Northwest Regional Service Area (NWRSA). Additionally, Dewberry is completing services through design, bidding, and construction of the Cherry Hill Regional WPF, which will replace two smaller facilities and allow for the addition of alternative water supply at the facility in the Polk Regional Water Cooperative Phase 1.

**Polk County Utilities (PCU), Gibson Oaks Pipeline Design, Polk County, FL, Principal-in-Charge | Dollar Value: \$452,285 (EST.)**

This project included a plan and profile design of raw and potable water pipelines. Roughly 34,000 LF of pipeline to loop potable water distribution systems and connect off-site water production wells to the treatment facility.

**Clay County Utilities Authority (CCUA), Governor's Park Interim Water Treatment Plant, Clay County, FL, Principal-in-Charge | Dollar Value: \$1,031,505**

This fast-track project is to provide potable water supply and treatment to serve new development in the county near Green Cove Springs. The project includes design and construction of two 20-inch water supply wells rated for 1,770 gpm each, with modification of the existing Consumptive Use Permit, aquifer performance testing, and construction services during drilling. The interim WTP includes design of the well head equipment, aeration, ground storage, high-service pumping, flow metering, and disinfection.



**Mike Pekkala, PE**

**TITLE: SENIOR PROJECT MANAGER**

**PROJECT ASSIGNMENT: QA/QC MANAGER (WATER/WASTEWATER FACILITIES) & WATER PRODUCTION FACILITIES**

Mike has 40 years of experience in water, wastewater, and stormwater engineering. His project experience includes a variety of design and construction management of wastewater treatment plants, water treatment plants, wastewater, and water pumping stations, industrial pretreatment facilities, water and wastewater feasibility studies and master plans, water transmission and distribution systems, wastewater collection systems, water wells, water supply systems, cost opinions, water and sewer rate studies, and value engineering studies.

• **CURRENT POSITION**

Senior Project Manager

• **EDUCATION**

BS • Biology

ME • Environmental Engineering

• **REGISTRATIONS**

Professional Engineer • FL

• **YEARS OF EXPERIENCE**

40

**Clay County Utilities Authority (CCUA), Governor’s Park Interim Water Treatment Plant, Clay County, FL, Chief Design Manager | Dollar Value: \$1,031,505**

This fast-track project is to provide potable water supply and treatment to serve new development in the county near Green Cove Springs. The project includes design and construction of two 20-inch water supply wells rated for 1,770 gpm each, with modification of the existing Consumptive Use Permit, aquifer performance testing, and construction services during drilling. The Interim WTP includes design of the well head equipment, aeration, ground storage, high-service pumping, flow metering, and disinfection.

**Polk County Utilities (PCU), Gibson Oaks Pipeline Design, Polk County, FL, Lead Technical Consultant | Dollar Value: \$452,985 (EST.)**

This project included a plan and profile design of raw and potable water pipelines. Roughly 34,000 linear feet (LF) of pipeline to loop potable water distribution systems and connect off-site water production wells to the treatment facility.

**Polk County Utilities (PCU), Greystone Offsite Water Main at Ernie Caldwell Boulevard, Polk County, FL, Quality Control Reviewer | Dollar Value: \$1,750,000**

Review of 20-inch water main construction plans.

**Hillsborough County Utilities, Big Bend Road, CR 672 at I-75, Hillsborough County, FL, Quality Control Review | Dollar Value: \$7,700,000**

Review of utility relocations for joint projects with FDOT and Hillsborough County Utilities, which included water, force mains, and reclaimed water mains at 60%, 90%, and final stages.

**Wakulla County, Lift Station 76 Restore, Wakulla County, FL, Quality Control Reviewer | Dollar Value: \$5,813,865**

Review of triplex lift station and 20-inch force main construction plans.

**Hillsborough County, Lake Park WTP, Hillsborough County, FL, Project Manager | Dollar Value: \$1,200,000**

Project Manager for replacing the existing on-site bleach generator at Hillsborough County’s Lake Park Water Treatment Plant (WTP) with a new on-site generator. The facility had an existing on-site hypochlorite generator (OSHG) that produced 0.8% sodium hypochlorite at a rate of 1500 pounds per day (ppd) of chlorine. This unit was reaching the end of its service life and did not have as efficient operation as current generation OSHG units. The project included design, permitting, and construction services to replace the existing OSHG unit with a new 2000 ppd unit and necessary appurtenant equipment.



**Carl Bundschuh, PE**

**TITLE: ASSOCIATE VICE PRESIDENT, PRINCIPAL ENGINEER**

**PROJECT ASSIGNMENT: QA/QC MANAGER (LINEAR INFRASTRUCTURE)**

Carl has over 27 years of experience in civil and environmental engineering. His pipeline work experience includes DIP, PVC, HDPE, PCCP, CCP and large diameter steel raw water and finished water pipeline alignment studies, designs, construction oversight, startup and operation ranging from 4-inch to 16-inch diameter distribution piping, 16-inch to 108-inch transmission mains, and 8-inch to 96-inch diameter sewer mains. His pipeline condition assessment and rehabilitation experience includes evaluation of steel pipe, prestressed concrete cylinder pipe, prestressed concrete non-cylinder pipe, bar wrap pipe, cast iron pipe, vitrified clay pipe, asbestos cement pipe, polyvinyl chlorine pipe, and reinforced concrete pipe. Rehabilitation techniques include cured-in-place pipe, fold and form, pipe bursting, and sliplining.

• **CURRENT POSITION**  
Principal Engineer

- **EDUCATION**  
ME • Environmental Engineering  
BS • Civil & Environmental Engineering  
AAS • Natural Resource Conservation

• **REGISTRATIONS**  
Professional Engineer • FL

• **YEARS OF EXPERIENCE**  
27

**Polk Regional Water Cooperative Southeast Lower Floridan Aquifer Project, Polk County, FL, QA/QC | Dollar Value: \$3,418,098**

The project includes a preliminary design of 61 miles of transmission pipeline to distribute potable water to multiple municipalities throughout Polk County, including route analysis of over 200 miles of corridor for the pipeline. Multiple funding sources were leveraged, including State Revolving Fund loans, SWFWMD co-funding (\$236 million), and WIFIA loans (\$230 million) future.

**Alignment Study and Feasibility Design of the Wild Horse Reservoir Pipelines, Aurora, CO, Senior Project Engineer | Dollar Value: \$1,758,518**

Providing alignment study/feasibility design services to support planning for the inlet and outlet pipelines for the proposed Wild Horse Reservoir in Park County, Colorado. The inlet pipeline will deliver raw water from a turnout from an existing 66-inch diameter prestressed concrete cylinder pipeline (PCCP) approximately 2.3 miles from the proposed reservoir. The outlet pipeline will deliver raw water from the proposed reservoir outlet works to the existing Spinney Mountain Reservoir approximately 10 miles away. The purpose of the proposed conveyance configuration is to deliver Aurora Water’s allotted share of water to the Wild Horse Reservoir, which subsequently fills Spinney Mountain Reservoir for maximum storage flexibility. Work includes alignment alternative analysis for each pipeline, preliminary pipeline appurtenance sizing and locating, steady-state and transient hydraulic analyses to determine allowable flow deliveries and evaluating effects of transient events on the existing system upstream of the proposed reservoir, and design of a flow control/energy dissipation structure where the outlet pipeline discharges into Spinney Mountain Reservoir for controlling the flow delivery between the two reservoirs.

**36-inch New Quincy Intertie to WPF, Aurora, CO, Senior Project Engineer | Dollar Value: \$408,062**

The New Quincy Intertie Pipeline would allow access to another raw water source and improve the alkalinity of the water at the WPF. Coordinated connections to the intertie vault and the existing WPF. Design included blowoffs, a flow meter, and pipeline alignment and construction near a dam and coordination with the Colorado Division of Water Resources Department of Natural Resources Dam Safety Branch. Preparation of pipeline alignment, profile drawings, details, specifications, and cost estimating. Preparation and submittal of the Preliminary Design Report and preparation of the Storm Water Master Plan for the pipeline alignment.



**Scott Ethier, PE**

**TITLE: SENIOR ENGINEER**

**PROJECT ASSIGNMENT: MASTER PLANNING / HYDRAULIC MODELING & HYDROLOGY**

Scott is a senior water resources engineer with over 24 years of experience solving complex water sector issues for governmental clients. He provides senior technical support in applied GIS and water resources engineering to develop water solutions from the initial concepts to construction. He specializes in hydrologic and hydraulic modeling, utility master planning, watershed management planning, floodplain determination and mapping, stormwater management system design, and permitting.

**Relevant Experience**

- PCU ERUSA Water and Wastewater Master Plan, Polk County, FL, Project Manager, Dollar Value: \$183,389.88
- PCU Cherry Hill Water Production Facility, Polk County, FL, Project Engineer, Dollar Value: \$889,005 (est.)
- City of Tampa Virginia Avenue Pump Station Rehabilitation, Tampa, FL, Project Engineer, Dollar Value: \$1,208,730
- Wakulla Gardens Phase III, Wakulla County, FL, Project Engineer, Dollar Value: \$6,898,574

• **CURRENT POSITION**

Senior Engineer

• **EDUCATION**

BS • Civil/Environmental Engineering

• **REGISTRATIONS**

Professional Engineer • FL

• **YEARS OF EXPERIENCE**

24



**Elana Novack**

**TITLE: GRADUATE ENGINEER**

**PROJECT ASSIGNMENT: MASTER PLANNING / HYDRAULIC MODELING**

Elana joined Dewberry in 2022 after earning her degree from the University of Central Florida in 2021. Since then, she has gained experience utilizing GIS, ICPR3/ICPR4, and HEC-RAS for surface water modeling projects and design of stormwater management systems. Prior to joining Dewberry, she performed similar work as an intern producing GIS exhibits and assisted with flood mitigation studies.

**Relevant Experience**

- Leesburg Wastewater Treatment Facility, Leesburg, FL, Graduate Engineer, Dollar Value: \$1,159,339
- Louisiana Watershed Initiative Region 7, LA DOTD, Baton Rouge, LA, Graduate Engineer, Dollar Value: \$19,692
- West Villages Improvement District, West Villages Improvement District, North Port, FL, Graduate Engineer, Dollar Value: \$56,000

• **CURRENT POSITION**

Graduate Engineer

• **EDUCATION**

BS • Environmental Engineering

• **YEARS OF EXPERIENCE**

2



**Dan Villhauer, PE**

**TITLE: VICE PRESIDENT, BUSINESS UNIT MANAGER**

**PROJECT ASSIGNMENT: WATER QUALITY & TREATMENT OPERATIONS**

Dan has extensive experience leading multi-disciplined teams in evaluating and designing complex water and wastewater facilities. He excels at providing responsive service and engineering design solutions that meet his client's goals. Dan has 17 years of experience in treatment plant facility planning, design, and construction. His areas of technical expertise include wastewater process evaluations, process modeling, process troubleshooting and optimization, as well as conceptual and detailed design. He has served as project manager and lead process engineer on a variety of wastewater treatment plants throughout the Southeast.

**Relevant Experience**

- Freeport WWTP Expansion, Freeport, FL, Lead Process Engineer, Dollar Value: \$14,241,600
- Freeport WWTP Optimization, Freeport, FL, Lead Process Engineer, Dollar Value: \$19,720
- Gretna WWTP Optimization, Gretna, FL, Lead Process Engineer, Dollar Value: \$25,000
- Bristol WWTF Feasibility Study, Bristol, FL, Lead Process Engineer, Dollar Value: \$30,000

• **CURRENT POSITION**

Business Unit Manager

• **EDUCATION**

MS • Civil Engineering  
BS • Civil Engineering

• **REGISTRATIONS**

Professional Engineer • FL

• **YEARS OF EXPERIENCE**

17



**Katie Jones, PE**

**TITLE: VICE PRESIDENT, PRACTICE SEGMENT LEADER**

**PROJECT ASSIGNMENT: WATER QUALITY & TREATMENT OPTIONS**

Katie has extensive professional experience focused on the areas of water and wastewater. Her areas of technical expertise include wastewater treatment plant design; process evaluation, optimization, and operation; biological nutrient removal; physical/chemical treatment processes; evaluation of sludge management and disposal options; waste recycling reclamation and minimization; water quality permitting; and regulatory plan development.

**Relevant Experience**

- Leesburg Wastewater Treatment Facility, Leesburg, FL, Process Engineer, Dollar Value: \$1,159,339
- Novozymes, Groundwater Treatment Evaluation and Pilot Testing, Wake County, NC, Process Engineer, Dollar Value: \$57,000
- Appalachian State University, Water Treatment Plant Permit Modifications, Boone, NC, Project Engineer, Dollar Value: \$20,560

• **CURRENT POSITION**

Practice Segment Leader

• **EDUCATION**

BS • Civil Engineering  
ME • Environmental Engineering

• **REGISTRATIONS**

Professional Engineer • FL

• **YEARS OF EXPERIENCE**

19



**Devan White, PE**

**TITLE: SENIOR PROJECT MANAGER**

**PROJECT ASSIGNMENT: WATER PRODUCTION FACILITIES**

Devan has served as a project manager and project engineer for the past 15 years. She has a diverse experience with projects involving pilot-scale water treatment technologies, master planning, treatment process and design, permit, hydraulic modeling, alternative water supplies, and construction observation services. Her pilot scale experience has involved numerous treatment technologies such as the operation of ozone, nanofiltration membranes, GAC, and ion exchange resin (MIEX). Devan also gained a variety of experience with chemical addition through advanced water treatment plant projects and was able to work on design for sodium hypochlorite, fluoride, caustic, sulfuric acid, orthophosphate, and calcium carbonate chemical feed systems.

• **CURRENT POSITION**

Senior Project Manager

• **EDUCATION**

BS • Civil Engineering

MS • Civil Engineering

• **REGISTRATIONS**

Professional Engineer • FL

• **YEARS OF EXPERIENCE**

15

**Relevant Experience**

- Leesburg Wastewater Treatment Facility, Leesburg, FL, Project Manager, Dollar Value: \$1,159,339
- PCU Cherry Hill Water Production Facility, Polk County, FL, Project Engineer, Dollar Value: \$889,005 (est.)
- CCUA Governor's Park Preliminary Design, Clay County, FL, Project Engineer, Dollar Value: \$204,065 (est.)
- PCU Gibson Oaks Pipeline, Polk County, FL, Project Engineer, Dollar Value: \$452,985 (est.)



**Brent White, PE**

**TITLE: SENIOR ENGINEER**

**PROJECT ASSIGNMENT: WASTEWATER TREATMENT FACILITIES**

Brent has 15 years of experience as a project engineer, project manager, and resident construction engineer in the areas of water and wastewater treatment, chemical storage and feed system design, hydraulic modeling, distribution, pump station, and collection system analysis and design, stormwater treatment design, and construction engineering.

• **CURRENT POSITION**

Senior Engineer

• **EDUCATION**

BS • Civil Engineering

• **REGISTRATIONS**

Professional Engineer • FL

• **YEARS OF EXPERIENCE**

15

**Relevant Experience**

- Leesburg Wastewater Treatment Facility, Leesburg, FL, Project Engineer, Dollar Value: \$1,159,339
- Toho Water Authority Buenaventura Lakes WTP Granular Activated Carbon (GAC) System Improvements, Engineer of Record, Kissimmee, FL, Dollar Value: \$99,955
- Charlotte Harbor Water Association, Reverse Osmosis (RO) Water Treatment Plant Expansion, Charlotte County, FL, Engineer, Dollar Value: \$289,306\*
- Water Treatment Plant Major Upgrades, Southeast Regional Water Plant, Seminole County, FL, Engineer, Dollar Value: \$2,000,000\*

\* Project(s) completed at a previous firm.



**Colson Marsh, PE**

**TITLE: PROJECT MANAGER**

**PROJECT ASSIGNMENT: WASTEWATER TREATMENT FACILITIES**

Colson Marsh, PE has five years of experience and provides design support on a variety of projects including water and wastewater treatment plants, water distribution systems, utility coordination, pipeline, and wastewater collection and treatment. Colson has provided engineering design support on a multitude of projects during his professional experience specifically but not limited to design, permitting, cost estimating and construction services. He holds a certificate for the Sunshine 811 ITE Training.

● **CURRENT POSITION**

Project Manager

● **EDUCATION**

BS • Environmental Engineering

● **REGISTRATIONS**

Professional Engineer • FL

● **YEARS OF EXPERIENCE**

5

**Relevant Experience**

- PCU, Gibson Oaks Pipeline Design, Polk County, FL, Project Engineer, Dollar Value: \$452,985 (est.)
- City of Tampa, Virginia Pump Station Rehabilitation Preliminary Design, Tampa, FL, Project Engineer, Dollar Value: \$1,208,739
- PCU, Cherry Hill Water Production Facility, Polk County, FL, Project Engineer, Dollar Value: \$889,005
- Wakulla Gardens Phase III, Wakulla County, FL, Project Engineer, Dollar Value: \$6,898,574



**Rishi Immanni, PE, GISP**

**TITLE: ASSOCIATE, SENIOR PROJECT MANAGER**

**PROJECT ASSIGNMENT: ASSET MANAGEMENT/GIS**

Rishi leads the Asset Management Initiative for utility infrastructure at Dewberry. For over 21 years, Rishi has applied technology to improve engineering systems. He collaborates with multi-disciplined teams across the Dewberry enterprise. As both an engineer who is an accredited GIS and Asset Management professional, Rishi brings a unique solutioning and technology skill set within the core areas of master planning, project management, GIS, information and asset management, and engineering. He also brings a wide range of experience from utility engineering, facilities management, GIS, asset management, resilience, and information technology.

● **CURRENT POSITION**

Senior Project Manager

● **EDUCATION**

MBA • Business Management  
MS • Civil Engineering  
BS • Civil Engineering

● **REGISTRATIONS**

Professional Engineer • FL  
GIS Professional • US

● **YEARS OF EXPERIENCE**

21

**Relevant Experience**

- Wastewater Collection System Evaluation, Tampa, FL, Project Manager/Asset Management SME, Dollar Value: \$81,812
- Keystone Heights Water Distribution System Hydraulic Model Update, Clay County Utility Authority, Clay County, FL, Asset Management SME, Dollar Value: \$64,330
- Septic to Sewer Evaluation, Polk County Utilities, Senior Engineer, Dollar Value: \$272,243
- Wastewater Asset Management, City of Parker, FL, Asset Management SME, Dollar Value: \$46,598



**Aziza Baan, GISP**

**TITLE: SENIOR GIS PROFESSIONAL**

**PROJECT ASSIGNMENT: ASSET MANAGEMENT/GIS**

Aziza is a GIS lead and a water resources geospatial scientist with 16 years of experience. She manages GIS tasks and is proficient in working with GIS in environmental, water resources, and civil disciplines. She specializes in stream and wetland restoration planning and design, watershed modeling, geospatial database design, mobile applications, floodplain mapping, mining reclamation, land use planning, environmental permitting, environmental risk assessments, terrain processing, and spatial and volumetric analysis. Her software proficiency includes ArcGIS Advanced, ArcGIS PRO, ArcHydro, ArcGIS Collector, ArcGIS Online, Survey123, Trimble GPS, X-Tools, ET Geowizards, CrossView, Feature Analyst, Microsoft Access, Sigma Plot, and MIKE 11 GIS. Aziza has also provided GIS training staff of various GIS experience levels.

**Relevant Experience**

- Leesburg Wastewater Treatment Facility, Leesburg, FL, GIS Lead, Dollar Value: \$1,159,339
- PCU Gibson Oak Pipeline, Polk County, FL, GIS Lead, Dollar Value: \$452,984
- Tampa Bay Westshore Canals and Currituck Canal Dredging, Tampa, FL, GIS Lead, Dollar Value: \$615,000

• **CURRENT POSITION**

Senior GIS Professional

• **EDUCATION**

BS • Environmental Science

• **REGISTRATIONS**

GIS Professional • FL

• **YEARS OF EXPERIENCE**

17



**Peter Armans, PE**

**TITLE: PROJECT MANAGER**

**PROJECT ASSIGNMENT: PIPES AND PUMP STATIONS**

Peter has 13 years of experience in planning, design, relocation, condition assessment, rehabilitation, permitting, and construction management of water distribution, sewer conveyance, and stormwater management systems. He has in-depth experience with public service and contracting requirements, including scoping, budgeting, advertising, negotiating construction activities, and contracts.

**Relevant Experience**

- Polk County Ernie Caldwell Master Lift Station 373, Polk County, FL, Project Manager, Dollar Value: \$3,200,000
- Wakulla Gardens Phase III, Wakulla County, FL, Project Engineer, Dollar Value: \$6,898,574
- Stormwater Sewer Rehabilitation Program, Villa Sol Community Development District, Kissimmee, FL, District Engineer, Dollar Value: \$642,000
- Big Bend/ I-75 Utilities (Water, Sewer, Reclaimed), Hillsborough County, FL, Project Engineer, Dollar Value: \$6,700,000

• **CURRENT POSITION**

Project Manager

• **EDUCATION**

BS • Civil Engineering

• **REGISTRATIONS**

Professional Engineer • FL

• **YEARS OF EXPERIENCE**

13



**Andrew Starling, EI**

**TITLE: GRADUATE ENGINEER**

**PROJECT ASSIGNMENT: PIPES AND PUMP STATIONS**

Andrew joined Dewberry in 2021 after graduating from the University of Florida. Since then, he has gained experience in GIS and CAD support and assists on various projects, including water pipelines, water treatment plant tasks required under task orders, and continuing service contracts. Before joining Dewberry as a full-time employee, he worked with the company as an intern for two years providing support for GIS, CAD, and technical specification assistance.

**Relevant Experience**

- Wakulla Gardens Phase IV, Wakulla County, FL, Graduate Engineer, Dollar Value: \$407,880
- Wakulla Gardens Phase III, Wakulla County, FL, Graduate Engineer, Dollar Value: \$6,898,574
- Polk County Utilities (PCU), Cherry Hill Water Production Facility, Phase II, Polk County, FL, Graduate Engineer, Dollar Value: \$889,005
- Leesburg Wastewater Treatment Facility, Leesburg, FL, Graduate Engineer, Dollar Value: \$1,159,339

• **CURRENT POSITION**

Graduate Engineer

• **EDUCATION**

BS • Environmental Engineering

• **REGISTRATIONS**

Engineering Intern • FL

• **YEARS OF EXPERIENCE**

2



**Lisa Kelley, JD**

**TITLE: DEPARTMENT MANAGER**

**PROJECT ASSIGNMENT: REGULATORY COMPLIANCE AND PERMITTING**

Lisa has worked on environmental projects in Florida for over 25 years. Her experience includes serving as the SJRWMD Assistant Executive Director and FDEP Assistant District Director (Central District). In these roles, she worked on environmental policy and projects that helped guide various environmental initiatives. Lisa is dedicated to producing high-quality results that align with strategic visioning. She has the proven ability to direct complex projects from concept to full implementation.

**Relevant Experience**

- Polk County Utilities Water Resources Coordination, Polk County, FL, Project Manager, Dollar Value: 2022: \$79,988, 2023: \$79,940
- NERUSA Water Use Permitting Support and Agricultural Well Evaluations, Polk County, FL, Project Manager, Dollar Value: \$70,909
- Waverly Wastewater Treatment Facility FDEP Permit Renewal, Polk County, FL, Project Manager, Dollar Value: \$98,000

• **CURRENT POSITION**

Department Manager

• **EDUCATION**

JD • Law  
BS • Environmental Resources Management and Planning

• **REGISTRATIONS**

Licensed Attorney, State Bar • FL

• **YEARS OF EXPERIENCE**

27



**Michael Sadler, PE**

**TITLE: SENIOR PROJECT MANAGER**

**PROJECT ASSIGNMENT: REGULATORY COMPLIANCE AND PERMITTING**

Michael is a military veteran who served seven years in the US Army Reserve and has 17 years of professional engineering experience. He started his career designing bottling plant improvements and other small structures for the orange juice industry. He spent eight years with the Florida Department of Health in Polk County. In this role, Michael reviewed permits for all Department of Environmental Protection (DEP) regulated drinking water systems and public swimming pools. He was also heavily involved in DEP and the Department of Health (DOH) rule development. He spent over five years with the PCU completing development reviews; serving as the Capacity Engineer, completing the capacity report; and as Project Manager.

**Relevant Experience**

- PCU Cherry Hill Water Production Facility, Phase 3, Polk County, FL, Senior Project Engineer, Dollar Value: \$889,005
- City of Plant City Water Treatment Plant #5, Polk County, FL, Senior Project Engineer, Dollar Value: \$1,031,505 (est.)
- PRWC Water Supply Development, Polk County, FL, Senior Project Engineer, Dollar Value: \$3,000,000 (est.)

- **CURRENT POSITION**  
Senior Project Manager
- **EDUCATION**  
MS • Civil Engineering
- **REGISTRATIONS**  
Professional Engineer • FL
- **YEARS OF EXPERIENCE**  
17



**Alba Más, PE**

**TITLE: SENIOR PROJECT MANAGER**

**PROJECT ASSIGNMENT: REGULATORY COMPLIANCE AND PERMITTING & WATER CONSERVATION**

Alba has worked in Florida with the public and private sectors on stormwater, water supply, land planning, and development projects. She has significant experience in permitting, design, and project management. Alba worked for 30 years at SWFWMD in the Regulatory division, starting in the ERP program and culminating as the Division Director for all the District Regulatory programs. In these roles, she worked on resolving complex permitting issues and rule development for the ERP and Consumptive Use Permitting (CUP) programs and reducing review time frames.

**Relevant Experience**

- Polk County Utilities (PCU), Cherry Hill Water Production Facility, Phase II, Polk County, FL, Senior Project Engineer, Dollar Value: \$889,005
- City of Plant City McIntosh Park, Detailed Design Plans, SWMM ICPR Park Design at 90%, Plant City, FL, Executive Engineer, Dollar Value: \$605,350
- Polk County Parks and Natural Resources, Lake Annie, Polk County, FL, Lead Engineer, Dollar Value: \$267,518
- Leesburg Wastewater Treatment Facility, Leesburg, FL, Senior Project Engineer, Dollar Value: \$1,159,339

- **CURRENT POSITION**  
Senior Project Manager
- **EDUCATION**  
BS • Civil Engineering  
BA • Landscape Architecture
- **REGISTRATIONS**  
Professional Engineer • FL
- **YEARS OF EXPERIENCE**  
37



**Mike Simmons, PG**

**TITLE: SENIOR HYDROGEOLOGIST**

**PROJECT ASSIGNMENT: HYDROGEOLOGY**

Mike has over 25 years of experience in water resources engineering. Before joining Dewberry, he worked for Parsons Brinckerhoff and WSP, providing public water supply development, well field siting, production well design, rehabilitation, and aquifer test analysis. Mike has also provided groundwater flow modeling to support water use permit modification for municipal clients. As a part of Dewberry's Central Florida water practice, he is responsible for designing raw water supply wells, performing numerical groundwater flow modeling, and client relations.

• **CURRENT POSITION**

Senior Hydrogeologist

• **EDUCATION**

BS • Geological Sciences

• **REGISTRATIONS**

Professional Geologist  
• FL

• **YEARS OF EXPERIENCE**

26

**Relevant Experience**

- Polk County Ernie Caldwell Master Lift Station 373, Polk County, FL, Project Manager, Dollar Value: \$3,200,000
- Stormwater Sewer Rehabilitation Program, Villa Sol Community Development District, Kissimmee, FL, District Engineer, Dollar Value: \$642,000
- Big Bend/ I-75 Utilities (Water, Sewer, Reclaimed), Hillsborough County, FL, Project Engineer, Dollar Value: \$6,700,000



**Nicole Gough, PWS**

**TITLE: MANAGER, ENVIRONMENTAL SCIENCES**

**PROJECT ASSIGNMENT: ENVIRONMENTAL**

Nicole has extensive experience working in and preserving Florida's unique natural landscapes. She previously served as a wetlands biologist and regulatory reviewer for SFWMD, with prior experience with SJRWMD. At Dewberry, her responsibilities include project specification coordination with permit requirements and technical scientific analyses. She has a wide range of project experience including, but not limited to, regional transportation and infrastructure as well as large agricultural projects and land development. Nicole's training and experience includes biology, botany, conservation biology, ecology, emergency management and land management practices and she is knowledgeable of the criteria established by federal, state, and local environmental regulatory agencies.

• **CURRENT POSITION**

Manager, Environmental Sciences

• **EDUCATION**

BS • Recreation and Resource Management

• **YEARS OF EXPERIENCE**

25

**Relevant Experience**

- Judge Farms (NeoCity) Property Development, Osceola County, FL, Environmental Project Manager, Dollar Value: \$2,024,000
- Ridgewood Lakes, Polk County, FL, Environmental Project Manager, Dollar Value: \$3,200,000
- Poinciana Parkway Design-Build, Osceola County, FL, Environmental Project Manager, Dollar Value: \$68,788,000



## Harvey Wheeler

**TITLE: SENIOR INSPECTOR**

**PROJECT ASSIGNMENT: CONSTRUCTION (CEI) / CONSTRUCTABILITY REVIEW**

Harvey draws upon his vast construction and environmental experience working in construction management and stormwater systems to consistently meet project schedules while staying within budget. He is meticulous, organized with a natural ability to engage and lead at all levels. Harvey as served as Project Manager/Coordinator on several multi-million-dollar construction projects and on the Brevard County Board of County Commissioners for nine years.

### Relevant Experience

- \*Brevard County NRMD, Lamplighter Village Project, Melbourne, FL, Senior Inspector, Dollar Value: \$4,200,000
- \*BC NRMD, Hall Road Drainage Project/Sykes Creek, Merritt Island, FL, Senior Inspector, Dollar Value: \$3,000,000
- \*Pine Island, Drainage and Water Quality Project, Pine Island, FL, Senior Inspector, Dollar Value: \$8,000,000

*\*projects performed with previous employer*

- **CURRENT POSITION**

Senior Inspector

- **EDUCATION**

BS • Environmental Science and Forestry

- **YEARS OF EXPERIENCE**

25



## Harlon Wiggins

**TITLE: INSPECTOR**

**PROJECT ASSIGNMENT: CONSTRUCTION (CEI) / CONSTRUCTABILITY REVIEW**

Harlon Wiggins has over 32 years of experience. He is proficient in Microsoft Office, JDEdwards, and Primavera. Harlon is accustomed to handling sensitive, confidential records. He has demonstrated history of material, labor, and cost management.

### Relevant Experience





- Wakulla Gardens Phase III, Wakulla County, FL, Construction Inspector, Dollar Value: \$6,898,574
- Inflow and Infiltration Improvements, Blountstown, FL, Dollar Value: \$66,500 (fee)
- CCEI Services Wastewater Treatment Plant North Florida Mega Industrial Park, Columbia County, FL, Construction Inspector, Dollar Value: \$27,500,000 (est.)

- **CURRENT POSITION**

Inspector

- **YEARS OF EXPERIENCE**

27

NAME & PROJECT ASSIGNMENT	EXPERIENCE	CURRENT POSITION
<b>Ryan Ames</b> , PE, BIOSOLIDS		PROJECT MANAGER
 <p><b>TITLE:</b> Associate, Project Manager  <b>YEARS OF EXPERIENCE:</b> 24  <b>REGISTRATION:</b> PE  <b>EDUCATION:</b> BS, Chemistry; MS, Environmental Engineering</p>	<ul style="list-style-type: none"> <li>• Neptune Beach WWTF Phase I, Neptune Beach, FL, Project Engineer, Dollar Value: \$234,938</li> <li>• Sandestin WWTP 4 to 6 MGD, South Walton, FL, Project Engineer, Dollar Value: \$87,000</li> <li>• Leesburg Wastewater Treatment Facility, Leesburg, FL, Project Engineer, Dollar Value: \$1,159,339</li> </ul>	
<b>William Hinkle</b> , PSM, SURVEY/SUE		SURVEY DEPARTMENT MANAGER
 <p><b>TITLE:</b> Associate, Survey Department Manager  <b>YEARS OF EXPERIENCE:</b> 43  <b>REGISTRATION:</b> PSM</p>	<ul style="list-style-type: none"> <li>• City of Plant City with SWFWMD, McIntosh Park, Detailed Design Plans, SWMM ICPR Park Design at 90%, Plant City, FL, Principal Surveyor, Dollar Value:</li> <li>• FDOT District 1, Continuing District Wide Surveying and Mapping Contract, Multiple Counties, FL, Principal Surveyor, Dollar Value: \$1,000,000</li> <li>• Florida Power and Light/NextEra Statewide Master Services Agreement, Multiple Counties, FL, Survey Contract Manager, Dollar Value: \$11,707,205</li> </ul>	
<b>Jeff PeQueen</b> , CFM, PE, HYDROLOGY		SENIOR PROJECT ENGINEER
 <p><b>TITLE:</b> Senior Project Engineer  <b>YEARS OF EXPERIENCE:</b> 32  <b>REGISTRATION:</b> CFM, PE  <b>EDUCATION:</b> BS, Physics; MS, Biomedical Engineering; MEE, Environmental Engineering</p>	<ul style="list-style-type: none"> <li>• Leesburg Wastewater Treatment Facility, Leesburg, FL, Senior Project Engineer, Dollar Value: \$1,159,339</li> <li>• City of Plant City with SWFWMD, McIntosh Park Modeling for Design at 90%, SWIM ICPR Park Design, Plant City, FL, Senior Project Engineer, Dollar Value: \$571,950</li> <li>• Tampa Bay Water, Cypress Creek Conceptual ERP, Pasco County, FL, Senior Project Engineer, Dollar Value: \$ 98,405.56</li> </ul>	
<b>Banks Wason</b> , PE, MEPS		DEPARTMENT MANAGER
 <p><b>TITLE:</b> Department Manager  <b>YEARS OF EXPERIENCE:</b> 17  <b>REGISTRATION:</b> PE  <b>EDUCATION:</b> BS, Electrical Engineering</p>	<ul style="list-style-type: none"> <li>• Leesburg Wastewater Treatment Facility, Leesburg, FL, Electrical Engineer, Dollar Value: \$1,159,339</li> <li>• Wastewater Treatment Facility Improvements Phase 1, Neptune Beach, FL, Electrical Engineer, Dollar Value: \$412,096.43 (fee)</li> <li>• McIntosh Wetlands Preserve Phase II, City of Plant City, FL, Electrical Engineer, Dollar Value: \$609,350 (est.)</li> </ul>	

NAME & PROJECT ASSIGNMENT	EXPERIENCE	CURRENT POSITION
<b>Brandon Whelan, PE, MEPS</b>		ELECTRICAL DEPARTMENT MANAGER
 <p><b>TITLE:</b> Senior Associate, Electrical Department Manager <b>YEARS OF EXPERIENCE:</b> 23 <b>REGISTRATION:</b> PE <b>EDUCATION:</b> BS, Electrical Engineering</p>	<ul style="list-style-type: none"> <li>• Panama City Utility Services (PCUS) Water Treatment Plant Power System Study, Panama City, FL, Electrical Engineer, Dollar Value: \$30,518</li> <li>• PCUS Bay County Water Treatment Plant Lighting Design, Panama City, FL, Electrical Engineer, Dollar Value: \$10,495</li> <li>• PCUS Lift Station #34 Wastewater System Improvements, Panama City, FL, Electrical Engineer, Dollar Value: \$243,900</li> </ul>	
<b>Matt Fergen, PE, INSTRUMENTATION AND CONTROLS</b>		DEPARTMENT MANAGER
 <p><b>TITLE:</b> Department Manager <b>YEARS OF EXPERIENCE:</b> 11 <b>REGISTRATION:</b> PE <b>EDUCATION:</b> BS, Electrical Engineering</p>	<ul style="list-style-type: none"> <li>• PCU Ernie Caldwell Quad Lift Station, Polk County, Davenport, FL, I&amp;C Engineer, Dollar Value: \$290,500</li> <li>• Ernie Caldwell Boulevard Lift Station, Polk County, FL, I&amp;C Engineer, \$3,200,000 (est.)</li> <li>• PCUS, Lift Station #34 Wastewater System Improvements, Panama City, FL, I&amp;C Engineer, Dollar Value: \$243,900</li> </ul>	
<b>Amy Tracy, PUBLIC OUTREACH</b>		MARKET SEGMENT LEADER
 <p><b>TITLE:</b> Senior Associate, Market Segment Leader <b>YEARS OF EXPERIENCE:</b> 19 <b>EDUCATION:</b> BA, Geographic Informations Systems; MA, Quantitative Methods for Geographers</p>	<ul style="list-style-type: none"> <li>• City of Plant City Water Reclamation Facility McIntosh Park, Preserve Wetlands, Plant City, FL, Project Manager, Dollar Value: \$609,350</li> <li>• Polk County Parks and Natural Resources, Lake Annie Feasibility Study, Polk County, FL, Project Manager, Dollar Value: \$267,518 (EST.)</li> <li>• Polk County Parks and Natural Resources, Saddle Creek / Audubon Tract Restoration, Polk County, FL, Project Manager, Dollar Value: \$232,025</li> </ul>	
<b>Kaylene Wheeler, PUBLIC OUTREACH</b>		PROJECT MANAGER
 <p><b>TITLE:</b> Project Manager <b>YEARS OF EXPERIENCE:</b> 26</p>	<ul style="list-style-type: none"> <li>• Leesburg Wastewater Treatment Facility, Leesburg, FL, Public Outreach, Dollar Value: \$1,159,339</li> <li>• Polk County Parks and Natural Resources with SWFWMD, Lake Annie, Polk County, FL, Deputy Project Manager/Public Outreach Coordinator, Dollar Value: \$ 262,846.05</li> <li>• City of Plant City McIntosh Park Phase I Trails, Plant City, FL, Construction Assistance, Dollar Value: \$88,624</li> </ul>	

NAME & PROJECT ASSIGNMENT	EXPERIENCE	CURRENT POSITION
<b>Gabriela Vega-Molnar</b> , FUNDING SUPPORT		BUSINESS ANALYST II



**TITLE:** Business Analyst II  
**YEARS OF EXPERIENCE:** 1  
**REGISTRATION:** CCM  
**EDUCATION:** BS, Environmental Science; Graduate Certificate, Geospatial Analysis

Gabby has worked in several different roles for various Florida state agencies, focusing on gaining experience in the environmental career field. She most recently was employed by FDEP where she managed water and springs restoration grants. Her experience in maximizing funding opportunities for projects, as well as managing other grant specialists makes her a tremendous resource to clients like Polk County, given her knowledge of funding programs at FDEP.

<b>Zulay Marti</b> , RA, ARCHITECTURAL	SENIOR PROJECT MANAGER
--	------------------------



**TITLE:** Associate, Senior Project Manager  
**YEARS OF EXPERIENCE:** 18  
**REGISTRATION:** RA  
**EDUCATION:** BArch, Architecture; MA, Special Education, Assessment and Curriculum

- Frederick County Crisis Stabilization Center, Frederick County, MD, Project Manager, Dollar Value: \$248,557.77
- Gulf Coast Electrical Cooperative (GCEC) Headquarters Safe Room, Wewahitchka, FL, Project Manager, Dollar Value: \$174,055
- City of Casselberry Public Safety Facility, Casselberry, FL, Project Manager, Dollar Value: \$807,695.91

## Subconsultants

Dewberry takes pride in being able to perform nearly all required services with our in-house resources. We also realize there are certain niches where specialty subconsultants add particular value to the project delivery process. We have fostered strategic relationships with several such firms. Our subconsultants for this contract, highlighted below, have each partnered on many projects with Dewberry, allowing us to seamlessly execute assignments together. You can be assured that we will coordinate with each of them directly to provide a seamless management approach to Polk County.

SPECIALITY SUBCONSULTANTS			
FIRM & ROLE	W/MBE FIRM	DEWBERRY EXPERIENCE	POLK COUNTY EXPERIENCE
<p><b>Tierra, Inc.: Geotechnical</b></p> <p>Tierra is a certified minority-owned business with Florida offices in Tampa, Winter Garden, and Pensacola. They provide a complete range of geotechnical services and have extensive experience working in Polk County. A sampling of projects include: SW Lakeland Expansion Project, Central Plateau Water Treatment Facility, Hobbs Road Safety and Rehabilitation Project, Main Street and Combee Road Improvements, and Harden Boulevard Widening and Realignment.</p>	✓	✓	✓
<p><b>Juturna Consulting, LLC: Hydraulic &amp; Hydrogeology</b></p> <p>Juturna Consulting is a woman-owned business in Tampa, Florida, founded in 2018 by Suzannah J. Folsom, PE, PMP to target the municipal water resources business sector in Florida. Their staff of nine engineers and scientists have expertise in planning, design, construction inspection, hydraulic modeling and analysis, risk and resilience assessment and emergency response planning, and project permitting.</p>	✓	✓	
<p><b>Valerin: Public Outreach</b></p> <p>Valerin is a full-service, woman-owned communications firm specializing in public involvement, community outreach, graphic design, website and mobile app development, visualizations, video/audio production, aerial drone imagery, and translation services. They have a staff of talented communication and creative professionals with more than 425 years of combined experience and have worked on over 725 transportation and public utility infrastructure projects, programs, and initiatives. Valerin has developed and implemented hundreds of public engagement and community outreach plans and currently serves as the internal communications representative for the Polk Regional Water Cooperative (PRWC).</p>	✓	✓	✓

SPECIALITY SUBCONSULTANTS			
FIRM & ROLE	W/MBE FIRM	DEWBERRY EXPERIENCE	POLK COUNTY EXPERIENCE
<p><b>AAG: Right-of-Way/Easement Acquisition</b>                      Established in 1993, AAG is a full-service right-of-way firm providing acquisition, relocation, and appraisal services for numerous public, semi-public, and private sector clients throughout the southeastern U.S. for transportation, pipeline, and utility right-of-way projects. Their services include program management, PD&amp;E cost estimating, title, eminent domain appraisal, appraisal review, acquisition negotiations, relocation assistance, business damage evaluation and negotiation, eminent domain suit preparation and suit styling, property management (including surplus property disposition), and expert witness testimony.</p>		✓	✓
<p><b>Suncoast Land Surveying: Survey</b>                      Suncoast is a certified M/WBE and small business enterprise providing surveying, utility locating, and mapping services to municipalities and private industries, throughout the west coast of Florida, for over 35 years. They are prepared to commit all the necessary resources for immediate staffing, as would be needed for any project. They employ highly experienced and well-qualified, Professional Land Surveyors, CAD drafting technicians, administrative assistants, field supervisors, and field technicians.</p>	✓	✓	✓
<p><b>C Solutions: Structural</b>                      Established in 2005, C Solutions Inc. is a minority-owned and certified local Small Business Enterprise specializing in water and wastewater engineering with offices in Miami Dade, Broward, Palm Beach, and Orange Counties. Their vision is to provide senior professionals with the ability to focus on a client's needs. They believe that providing the right solution relies on the quality of the client relationship. They are committed to a shared understanding of the challenge, the need, and the desired result. Their expertise includes the planning, condition assessment, design, permitting, and construction management of water, wastewater, and reclaimed water infrastructure projects for public municipalities in Florida.</p>	✓	✓	✓



- **EDUCATION**  
BS • Civil Engineering •  
University of South Florida
- **REGISTRATIONS**  
Professional Engineer • FL
- **YEARS OF EXPERIENCE**  
17

## **Joseph Antinori, PE** **GEOTECHNICAL**

Joseph has worked in the field of geotechnical engineering for over 17 years. His experience includes coordinating subsurface investigations, laboratory testing and providing geotechnical recommendations for a variety of infrastructure projects, including water and wastewater facilities, roadways, and bridges for a variety of municipalities and state agencies, including FDOT. In addition, he has completed projects for private clients, which included residential, commercial, and industrial sites. His experience includes soil improvements, shallow and deep foundation analyses, retaining wall and soil anchor system design, settlement and slope stability analyses, and pavement evaluation.

### **Lake Wales SWFWMD BMP Implementation, Polk County, FL, Geotechnical Engineer**

This project included the design and construction of a new approximately 2-acre dry pond and elevated boardwalk as part of the Lake Wales SWFWMD BMP Implementation project. Tierra's services included standard penetration test borings along with auger borings, double ring infiltration tests, and hydraulic conductivity tests. Additionally, Tierra provided laboratory testing of soils collected and geotechnical recommendations to support the design, which included timber piles for the boardwalk.

### **Town of Lake Placid Wastewater Treatment Plant Improvements, Highlands County, FL, Geotechnical Engineer**

This project included geotechnical investigations and associated recommendations to support the design improvements. Project components included new headworks, filters, clarifier tanks, carousel basins, an influent pump station, splitter box, stormwater pond, and access driveways.

### **Valrico Advanced Wastewater Treatment Plant, Hillsborough County, FL, Geotechnical Engineer**

This project included the design of improvements to the Valrico Advanced Wastewater Treatment Plant in Dover, Florida. Project components included new FEQ basins, FEQ pump station, flow distribution structures, drain lift station, electrical building, reject return pump station, and a reject return force main. Tierra's services included subsurface investigations, laboratory testing, and geotechnical recommendations.

### **DL Tippin Water Treatment Facility, Hillsborough County, FL, Geotechnical Engineer**

The project included the construction of a new high-service pump station with a new common header, baffling within the existing on-site clear wells, and provision for non-chlorinated backwash water for the filters. Tierra's services included test borings, subsurface sampling, and piezometer installations as well as laboratory testing and geotechnical recommendations to support the design.

### **Pump Station 371, Pinellas County, FL, Geotechnical Engineer**

This project included improvements/replacement of the existing lift station located at the southwest corner of Lake Tarpon Drive and Lake Taylor Drive in Pinellas County. Tierra services included subsurface investigations, laboratory testing, and geotechnical recommendations to support the design.



**Christine Girardin**  
**PUBLIC OUTREACH**

• **EDUCATION**

- BA • Political Science • Augusta State University
- AS • Graphic Design Technology • Palm Beach State College
- AA • Communications • Polk State College

• **YEARS OF EXPERIENCE**

24

Christine brings 24 years of experience in communications, copywriting, editing, research, and graphic design. In the past 14 years, she has established a reputation as a reliable, credible communications specialist. Additionally, her skill set includes Adobe Creative Suite, Microsoft Office, and leveraging various social media platforms for public involvement and outreach efforts. During her career, she has been a print journalist and public information officer for several agencies, including serving as a community outreach specialist on projects for various government agencies and municipalities, including the Polk Regional Water Cooperative (PRWC), the Florida Department of Transportation (FDOT), Pinellas County Utilities, Collier County, Hillsborough Metropolitan Planning Organization (MPO), City of Tampa, and the City of Naples. Christine has taken training and is capable of converting documents to meet ADA compliance. She also develops and maintains stakeholder databases for a variety of state, county, and municipality projects.

**Polk Regional Water Cooperative, Polk County, FL, Community Outreach Specialist**

PRWC is an independent special district of local government whose members are the fifteen largest municipalities located within Polk County. PRWC's role is to proactively identify alternative water resources and projects that ensure the future sustainability of the water supply in the region. Christine creates content for inclusion in collateral materials, including presentations, newsletters, and for posting on the PRWC website. She also remediates meeting minutes to ensure online ADA accessibility and monitors the project phone number and multiple email addresses regarding inquiries related to project information, public records requests, and media inquiries.

**South County Potable Water In-Line Booster Pump Station Design-Build Project, Hillsborough County, FL, Community Outreach Specialist**

This project consists of the design and construction of a 5,000 SF enclosed in-line booster pump station located at 13004 Gordon Road in Riverview, Florida. It also includes the installation of approximately 500 feet of pipeline to connect the pump station to the existing main drinking water pipeline along Big Bend Road.

**South County Potable (Drinking) Water Transmission Main Project, Hillsborough County, FL, Community Outreach Specialist**

Hillsborough County Water Resources supplies drinking water services to more than 1.5 million customers each day throughout Hillsborough County. As residents and businesses continue to grow in the south county area, Water Resources is planning to meet future demand by increasing its ability to deliver drinking water to both current and future customers. The County is currently completing the design and preparing to start construction of approximately 11.5 miles of new 42-inch and 48-inch diameter drinking water transmission mains that will connect the Lithia Water Treatment Plant to the existing water distribution system at U.S. Hwy. 301. Christine is responsible for supporting the day-to-day public engagement and communications activities.



- **EDUCATION**  
BA • Public Administration  
• Elon University
- **REGISTRATIONS**  
Cert Gen RE Appraiser  
• FL  
RE Broker • FL
- **YEARS OF EXPERIENCE**  
31

## **Wade Brown, PE**

### **RIGHT-OF-WAY/EASEMENT ACQUISITION**

Wade is the firm's President and Chief Executive Officer responsible for oversight of firm production, marketing, and fiscal. He has 31 years in the right-of-way industry as a negotiator, relocation agent, and appraiser, with the last 20 years being in project management, in addition to his executive duties. Wade is proficient in negotiations, relocation assistance, appraisal, condemnation suit, and mediation assistance in compliance with the Uniform Relocation Act providing these services on condemnation projects encompassing over 2500 parcels and displacees. He has been responsible for LAP certification with several agencies in Florida seeking to procure federal and state funds by ensuring compliance with mandated guidelines and prequalified in project management nationwide. Notable management includes 20+ general services contracts, including district-wide, pushbuttons, as needed and General Engineering Contracts valued over \$200 million. As an appraiser, Wade has over 450 appraisal and appraisal reviews performed for public and private sector clients throughout Florida and performed over 500 cost estimates for PD&E projects encompassing thousands of parcels in Florida and North Carolina.

#### **Polk Regional Water Cooperative - Southeast Wellfield and Water Supply Facility and Polk Regional Water Cooperative, West Polk, FL**

Site selection and acquisition of production and test well sites, coordination, negotiation, and acquisition of 300+ permanent and temporary construction easements and rights of entry for skink surveys, within a 60+ mile transmission main corridor.

#### **Alternative Water Supply Project, City of Tarpon Springs**

Additional well site selection and prior site selection and acquisition for the City's reverse osmosis treatment facility; 20 water well sites, five monitor well sites, and underground pipeline, fee simple, permanent, and temporary easements.

#### **Hillsborough County One Water Project**

Acquisition of permanent and temporary construction easements; coordination of appraisals and title searches.

#### **Peace River Manasota Regional Water Supply Authority**

Site selection Phase 3C Feasibility and Route Study; Phases 2B and 3C acquisition of permanent and temporary construction easements; fee acquisition Lake Suzy delivery property; acquisition permanent and temporary easements for Regional Transmission System Loop Phase 1A Interconnect, a joint project with Charlotte County Utilities.

#### **Tampa Bay Water Authority**

Recent projects include the acquisition of Eldridge Wilde Wellfield Underground Powerline site, the acquisition of Sharp Project test well site (Southfork); the acquisition of S Hillsborough County booster pump station site, and site selection for Balm Area test well sites; previously on call acquisition consultant for fee simple, permanent and temporary easement acquisitions throughout Pinellas and Hillsborough County.

#### **City of Sarasota Easements**

Acquisition of 20 permanent easements, Lido Beach Renourishment Project, jointly funded with ACOE; acquisition of 15 permanent/temporary easements, Bird Key Bridges Seawall Project; acquisition of 7 permanent/temporary easements, Dr. MLK Streetscape Project.



- **EDUCATION**  
BS • Geomatics • Florida Atlantic University
- **REGISTRATIONS**  
Land Surveyor • FL
- **YEARS OF EXPERIENCE**  
10

## **Kyle McClung, PSM** **SURVEY**

Kyle is Vice President and Director of Field Operations and manages the firm's projects. His experience includes Topographic, Boundary, As-Built Control, Hydrographic, Mean High Water Line, Quantity, and Special Purpose Surveys. Kyle is also experienced in Construction Layout, Platting, Plat Reviews, Easement Drawings, Right-of-Way Mapping, Legal Descriptions/Sketches, Survey Support for Aerial Photography and Mapping Projects, and Subsurface Utility Designation/Location using conventional methods and Ground Penetrating Radar (GPR).

### **St. Pete Stormwater Project**

Provided an As-Built survey for location and elevation of approximately 2500 storm sewer structures in the City of St. Petersburg. Deliverables included an Excel spreadsheet with pipe information pertaining to top elevation, invert elevations, direction, condition, and pipe size and type. Data included type of pipe end (mitered end section, headwall, projecting, etc.). Control structures will be detailed to include: 1) Horizontal grate top elevation and dimensions of grate 2) Vertical weir dimensions (shape type, width, and height) and bottom elevation for each weir, this may include: 1) Separate weir features on separate sides of control structure 2) Separate weir features on one side, but at varying elevations 3) Orifice weir feature.

### **Seminole Heights Project**

Provided a topographic survey. Obtained horizontal and vertical locations of all features within the project area and prepared a topographic survey suitable for use as a base map. The survey shall show the following: horizontal and vertical control network for the project area, poles and towers, edges of any existing pavements, sidewalks, and curbs at 50-foot intervals, existing manholes, hydrants, catch basins, valve boxes, meter boxes, and underground utility markers, visible culverts and storm structures, buildings, and structures within the project area.

### **Tampa Augmentation Project**

Established horizontal and vertical control along a 28,925 LF route. Established a recoverable baseline with reference points every 500 feet and established benchmarks every 800 feet. Located property corners and provided a topographic and route survey. The survey included the location of all visible improvements and cross-sections every 50 feet. The storm and sanitary sewer structures included a rim elevation, invert elevation, pipe size, and type. The connecting structure was located with elevations and pipe information. The survey width was the full right-of-way. Located and identified: 1) All driveways to include size and type 2) All trees (be species) with a DBH greater than 4 inches within the corridor plus 10 feet on each side 3) All utility poles, above-ground utilities, culverts, fence lines, wetland jurisdictional lines, soil borings, and other visible features pertinent to design 4) Invert elevations on culverts, storm drain structures, sanitary sewers, swales and ditches, and locating the top of bank 5) Located 32 geotechnical soil borings. The survey included the location of wetlands at the outfall along the Hillsborough River.

### **Harbor Island Forcemain Project**

Provided a topographic, route, and bathymetric survey for the design of all facilities. The survey coverage extended approximately 13,000 LF. The survey included the right of way, spot elevations every 25 feet, and locating pilings. The survey located and identified all driveways, trees, utility poles, above-ground utilities, culverts, fence lines, wetland jurisdictional lines, soil borings, invert elevations, storm drain structures, sanitary sewers, swales, ditches, and location of top of bank. All monumentation found and set were identified. 13 geotechnical soil borings were located.



- **EDUCATION**  
MS • Water Resource Management • University of Florida  
BS • Environmental Engineering • University of Florida
- **REGISTRATIONS**  
Professional Engineer • FL
- **YEARS OF EXPERIENCE**  
24

**Suzannah Folsom, PE, PMP**  
**MASTER PLANNING / HYDRAULIC MODELING**

Suzannah is a professional engineer with 23 years of experience completing water, wastewater, and reclaimed water projects. She has worked as both a consultant and a municipal employee and has delivered many successful projects. She specializes in pipeline and wellfield hydraulics, water quality analysis, and cost estimating. She is also skilled in property acquisition negotiations and public outreach. She also serves on the SWFWMD Springs Coast Management and the Public Supply Advisory Committees and as the Director of the Withlacoochee Regional Water Supply Authority.

**Withlacoochee River Water Supply Authority**

Currently serves on the SWFWMD Springs Coast Management and the Public Supply Advisory Committees, and as the Director of the Withlacoochee Regional Water Supply Authority.

**Upper Suwannee River Aquifer Recharge Project, Live Oak, FL**

The Upper Suwannee River Aquifer Recharge Project evaluated the feasibility of using surplus flows from tributaries to the Suwannee River to recharge the aquifer. The analysis estimating the capital and operating costs for a 30-year lifecycle analysis of the alternatives. This project was completed for the Suwannee River Water Management District and was funded by the Florida Department of Environmental Protection. Juturna Consulting completed this work as a subconsultant to HSW Engineering (now Verdantas).

**Water Quality Analysis for Tampa Bay Water**

Juturna Consulting worked as a subconsultant Hazen and Sawyer to complete an in-depth analysis of the source water quality throughout the regional system. Suzy created a water quality simulation model that would predict the range of potential water quality at the various delivery points, based on the range of water quality at each of the sources.

**Cypress Bridge Wellfield Improvements Project, Wesley Chapel, FL**

The Cypress Bridge Wellfield Improvements Project includes replacing pumps, motors and other ancillary equipment and instrumentation at 10 production wells sites in Hillsborough and Pasco Counties that provide water supply to the Tampa Bay Water Lake Bridge Water Treatment Plant. Juturna consulting completed the hydraulic modeling to determine the pump and motor sizing necessary to deliver the desired quantities to the Treatment Plant. Juturna also completed the design phase permitting and will be assisting with commissioning and clearances to place the well back in operation after construction is complete. Juturna is completing the work as a subconsultant to Stantec.



**Jonathan Kennedy, PE**  
**HYDROGEOLOGY**

• **EDUCATION**

MS • Civil Engineering •  
Cleveland State University  
BS • Civil Engineering  
• Pennsylvania State  
University

• **REGISTRATIONS**

Professional Engineer • FL

• **YEARS OF EXPERIENCE**

40

Jonathan has more than 40 years' experience in public water and wastewater utility planning, design, procurement, construction, commissioning, operation, and maintenance. More than 30 years of this experience was acquired through working for regional public utilities in Ohio and Florida. Experience includes facility planning: general and facility-specific, and the negotiation of joint project and other cooperative agreements for plan implementation. Planning phase experience includes definition of the problem to be addressed, options for solutions, preparing capital and operating/maintenance cost estimates, evaluation of funding options, project delivery options and evaluation of real estate requirements. His experience includes project delivery using traditional design-bid-build, design-build, and design-build-operate-maintain facilities, including development of procurement documents and managing the procurement process. Facilities include a wide range of water and wastewater collection, transmission, storage, and treatment.

**Tampa Bay Water Utility Acquisition**

Utility acquisition of a former PSC-regulated utility by Tampa Bay Water (for water supply) and Hillsborough County (for distribution system). Project included revenue analysis, development of term sheets and transfer agreements, and design/construction of a new raw water connecting line.

**Tampa Bay Water Regional System Adjustments**

Included analysis and development of multiple agreements between Tampa Bay Water and its individual member governments for changes to connections from the Regional system. Work included analysis of alternatives, development of capital and operating costs, development of Memoranda of Understanding guidance documents, negotiation of cooperative and joint funding agreements, development of operating/maintenance agreements, when applicable.

**Tampa Bay Water Lithia Hydrogen Sulfide Water Treatment Plant**

Included the delivery of a new 45 MGD pure oxygen hydrogen sulfide treatment plant to replace an existing tray aeration facility. Project was delivered using the design-build approach with an initial year of contract operations. Work included procurement of a design criteria professional and a design-builder.

**Tampa Bay Water Surface Water Treatment Plant Expansion**

Included the delivery of a 33 MGD expansion to an existing surface water WTP. Project was delivered through the design-build-operate approach with a long term (15 year) operation commitment. Work included analysis of alternatives, negotiation of term sheet and design-build-operate contract extension.

**Tampa Bay Water CW Bill Young Regional Reservoir Renovation**

Included renovation of a 15-billion-gallon off-line raw water reservoir. Project included significant public exposure and critical off-line timing considerations. Project was delivered through the design-build approach. Work included analysis of alternatives, procurement of a design criteria professional and a design-builder, pursuit of federal and state funding, and negotiation of a significant FDEP permit.



**Jonathan Kennedy, PE**  
**STRUCTURAL**

• **EDUCATION**

MS • Structural Engineering • University of Central Florida  
BS • Mechanical Engineering • University of Central Florida

• **REGISTRATIONS**

Professional Engineer • FL

• **YEARS OF EXPERIENCE**

18

John is well-versed in the requirements for preparing structural design calculations and high-quality contract documents for water and wastewater treatment facilities and the industrial structures and buildings at those facilities. This experience stems from providing services to various governmental agencies, industrial concerns, consulting engineers, and architect/engineers. In addition, he has been a critical member of a successful small engineering company, where he has performed many types of designs outside of the water/wastewater industry, which includes earthen dams, stadiums, bridges, elevated water storage tanks, and commercial and retail structures. This broad experience allows John to provide solutions to engineering problems that are the most cost-effective and simple enough to ensure smooth construction and superior results.

**Relevant Experience**

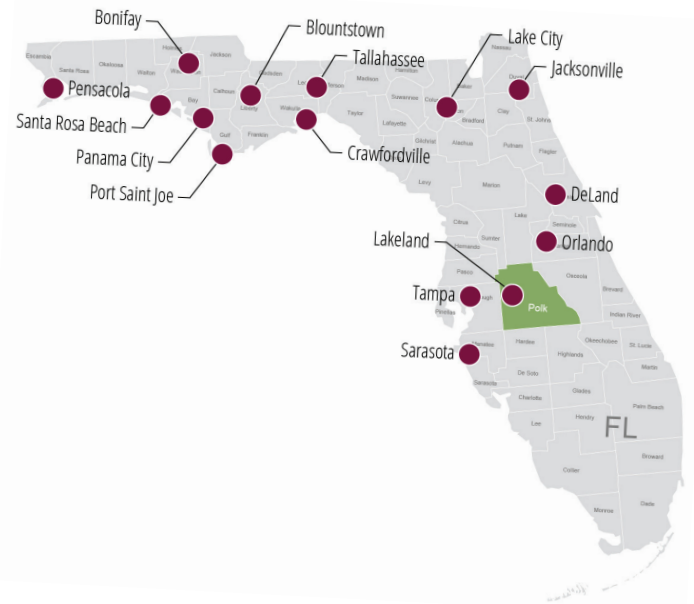
- City of Ormond Beach Water Treatment Plant Improvements, Ormond Beach, FL
- Reclaimed Water GST and Pump Stations, City of Haines City, FL
- EWRF Phase IV-C, Orange County, FL
- EWRF Phase V, Orange County, FL
- Shady Hills WWTP Expansion, Pasco County, FL
- Tampa Bay Regional WTP Expansion, City of Tampa, FL
- Southeast Regional WTP, Seminole County, FL
- Airport SWWTP Improvements, Hernando County, FL
- Clearwater Transfer Station, Clearwater, FL
- Lithonia No. 1 Pump Station, Dekalb County, GA
- Johnson Creek Pump Station, Dekalb County, GA
- Galveston Main WWTP Reconstruction, Galveston, TX
- Lake Charles Plant B/C Expansion, City of Lake Charles, LA
- Red River WWTP Expansion, City of Bossier City, LA
- Diamondhead WWTP, City of Diamondhead, MS
- City of Baton Rouge Wastewater Collection Complex, City of Baton Rouge, LA

# TAB 4: IS THE FIRM A “POLK COUNTY ENTITY”?

Dewberry’s presence in Florida spans almost half a century, with approximately 350 staff across 16 offices statewide. Our Florida operation is supported by the resources and stability of a national firm headquartered in Fairfax, Virginia, since 1956. Dewberry has more than 2,400 professionals nationwide, allowing us to provide our clients with a wide range of expertise and resources.



Dewberry is a “Polk County Entity” with a local office in Lakeland, Florida. This office has been located in Polk County since 2007, is managed and controlled on a day-to-day basis, and employs 23 staff.



<b>POLK COUNTY LOCAL BUSINESS TAX RECEIPT</b>	
<b>ACCOUNT NO. 243161</b>	<b>CLASS: B+</b>
<b>EXPIRES:</b>	<b>09/30/2023</b>
<b>OWNER NAME</b>	<b>LOCATION</b>
<b>WENDY KORITKO</b>	<b>1479 TOWN CENTER DRIVE SUITE D214 LAKELAND</b>
<b>BUSINESS NAME AND MAILING ADDRESS</b>	<b>CODE    ACTIVITY TYPE</b>
<b>DEWBERRY ENGINEERS INC DEWBERRY HYDRO 8401 ARLINGTON BLVD FAIRFAX, VA 22031</b>	<b>540190    PROFESSIONAL ENGINEER PROFESSIONAL LICENSE (IF APPLICABLE), DBPR-CA8794</b>
<b>OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR</b>	<b>THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION</b>
<b>PAID - 902852    08/26/2022    HSP    TP    57.75</b>	<b>DEWBERRY ENGINEERS INC</b>

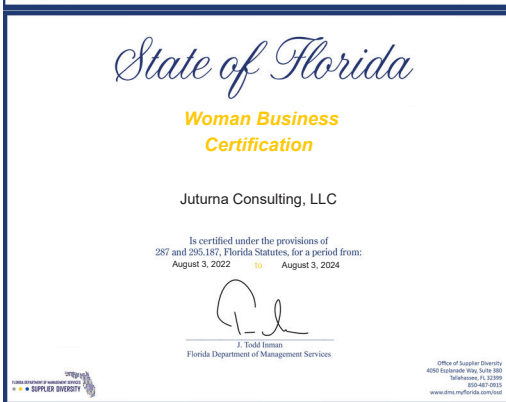
FIGURE 1 Documentation of Headquarters and Local Office: Polk County Local Business Tax Receipt

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

While Dewberry is not a Certified Woman or Minority Business Enterprise (W/MBE), we are committed to teaming with women and minority businesses. Typically, woman and minority business participation on our projects is 10-20%. For this contract, Dewberry has teamed with five W/MBE firms. We anticipate our W/MBE participation to be at least 15%.

As a firm, Dewberry embraces an inclusive environment by valuing all individuals and their diverse backgrounds. Thus, we can deliver high-quality services to our clients, create competitive advantages, and drive market leadership.

TABLE 1. W/MBE BUSINESSES		
FIRM	ROLE	DESIGNATION
Tierra, Inc.	Geotechnical	Minority-Owned
Juturna Consulting, LLC	Hydraulic & Hydrogeology	Woman-Owned
The Valerin Group	Public Outreach	Woman-Owned
Suncoast Land Surveying, Inc.	Survey	Woman-Owned
C Solutions Inc.	Structural	Minority-Owned



## TAB 6: INTERACTIONS WITH COUNTY AND REGULATORY AGENCY STAFF

**Dewberry has had the opportunity to serve Polk County since 2001.** Our firm history, commitment to grow and protect the County's utility infrastructure, and a holistic understanding of Polk County's programs are unmatched. We have worked on hydraulic modeling, permitting and compliance items, master planning, water and wastewater plant designs, and other projects over the years or assisted in the design of the entire water cycle throughout the County. This long history and our commitment to outstanding service have allowed Dewberry to develop a reputation for reliability with Polk County staff.

Our team has been involved in permitting facilities, negotiating consent orders, providing consultation, and assisting in the crafting of governing regulations. This experience has allowed the firm to develop relationships with partner municipalities and regional authorities, such as the Polk County Health Department (DOH), Florida Department of Environmental Protection (FDEP), Environmental Protection Agency (EPA), and Southwest Florida Water Management District (SWFWMD) staff. These relationships, developed for over 20 years, are based upon technically sound project approaches that result in projects that perform as engineered. Dewberry's scientific solutions resolve regulatory issues and have achieved positive results for Polk County by facilitating financial savings through the co-funding of projects.

**Robert Beltran, PE**, and **Matt O'Connor, PE**, have developed relationships with FDEP, the Florida Department of Transportation (FDOT), and all water management districts (WMDs) throughout the State. Dewberry's understanding of the minimum flows and levels (MFLs), stressed lakes, Southern Water Use Caution Area, Central Florida Water Initiative (CFWI), Polk County DOH, and FDEP programs provide the team with the ability to understand regulatory issues and the technical nuances to provide Polk County well designed and permissible solutions. Examples include work on the Cherry Hill Direct Potable Reuse (DPR) Project, Gibson Oaks Off-site Pipelines, NERUSA Capacity Analysis Report, Sun Ray 10-inch Force Main, and the Lake Annie Restoration Project for the Polk County Parks and Natural Resources Department.

Understanding the regulatory constraints allows the Dewberry team to put forth solutions that meet the needs of Polk County and still achieve the goals of the regulatory agencies. Over our history of working with the County, this has been proven many times. Examples include WUP permitting of the NWRUSA where we consolidated withdrawal locations and still provided an environmental benefit to the Hillsborough River groundwater basin and our current DPR and spray field projects for the same service area. We also routinely support the County's regulatory team. For example, **Lisa Kelley, JD**, facilitates PCU's monthly water resources coordination meeting and through these meetings, Dewberry provides guidance, planning, and assistance with regulatory and funding programs.

In addition to these relationships, Dewberry has extensive working, procedural knowledge of SWFWMD. **Robert Beltran, PE**, the former Executive Director at SWFWMD, and **Alba Mas, PE**, the former Regulatory Division Director, have pervasive knowledge and contacts throughout SWFWMD. **Michael Sadler, PE**, previously worked for the Florida Department of Health in Polk County. Additionally, **Amy Tracy** served at FDEP and understands the inner workings of the agencies' multiple regulatory policies. **Daryll Joyner**, former Program Administrator of the Water Quality Standards Program, served at FDEP and led Florida's Numeric Nutrient Criteria (NNC) development and rulemaking, as well as developing the water quality credit trading rule and implementation of a framework in the Lower St. Johns River Basin. **Jan Mandrup-Poulsen**, former Section Administrator, led FDEP to adopt hundreds of nutrient, bacteria, and metal TMDL, and developed and adopted a statewide mercury TMDL. Prior to joining Dewberry, **Lisa Kelley, JD**, provided leadership and oversight of the St. Johns River Water Management District (SJRWMD) and FDEP Central District permitting and regulatory programs. These relationships will be critical in the permitting for Polk County.

Dewberry's long-standing reputation and work in the community has allowed the firm to develop trusted relationships with multiple entities in, and around, Polk County. Dewberry, more recently, has served as part of the consultant team that has helped bring together the County's first Water Cooperative.


# TAB 7: SURVEYS OF PAST PERFORMANCE

## Survey Questionnaire – Polk County RFP 23-177, Professional Engineering Services for ERUSA and CRUSA AWS Receiving Facilities Projects

To: Holden Wright, PE (Name of Person completing survey)  
Polk County Utilities (Name of Client Company/Consultant)  
 Phone Number: 863.298.4167 Email: holdenwright@polk-county.net  
 Subject: Past Performance Survey of Similar work:  
 Project name: Cherry Hill Water Treatment Plant  
 Name of Consultant being surveyed:  
Dewberry  
 Cost of Services: Original Cost: \$889,005.75 Ending Cost: \_\_\_\_\_  
 Contract Start Date: 10/17/2017 Contract End Date: 5/14/2023

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	10
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	10
7	Ability to resolve issues promptly	(1-10)	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 Holden Wright  
 Signature of Evaluator:   
 Please fax or email the completed survey to: poros@dewberry.com

**Survey Questionnaire – Polk County**  
**RFP 23-177, Professional Engineering Services for ERUSA and CRUSA AWS**  
**Receiving Facilities Projects**

To: Eric DeHaven (Name of Person completing survey)  
Polk Regional Water Cooperative (Name of Client Company/Consultant)  
 Phone Number: 863.534.6000 Email: \_\_\_\_\_  
 Subject: Past Performance Survey of Similar work:  
 Project name: Polk Regional Water Cooperative, Water Supply Development  
 Name of Consultant being surveyed:  
Dewberry  
 Cost of Services: Original Cost: \$3 M Ending Cost: \_\_\_\_\_  
 Contract Start Date: January 2018 Contract End Date: July 2021

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

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

Printed Name of Evaluator Eric DeHaven  
 Signature of Evaluator:   
 Please fax or email the completed survey to: poros@dewberry.com

**Survey Questionnaire – Polk County**  
**RFP 22-067, Professional Engineering Services for Water and Wastewater**  
**Improvement Projects – Utilities**

To: Cliff Kelsey (Name of Person completing survey)  
City of Leesburg (Name of Client Company/Consultant)  
 Phone Number: 352.435.9442 Email: cliffkelsey@leesburgflorida.gov  
 Subject: Past Performance Survey of Similar work:  
 Project name: Leesburg Wastewater Treatment Facility  
 Name of Consultant being surveyed:  
Dewberry | Hydro  
 Cost of Services: Original Cost: \$1,159,339.55 Ending Cost: n/a  
 Contract Start Date: 1/28/2019 Contract End Date: 1/28/2022

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	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)	9
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: Cliff Kelsey, Director of Public Works  
 Signature of Evaluator: [Signature]  
 Please fax or email the completed survey to: \_\_\_\_\_

### Survey Questionnaire – Polk County

#### RFP 23-448, Utilities Design Services & Regulatory Services

To: Mark Addison, PE / CIP Program Manager (Name of Person completing survey)  
Polk County Utilities Division (Name of Client Company/Contractor)  
 Phone Number: 863.298.4214 Email: markaddison@polk-county.net  
 Subject: Past Performance Survey of Similar work:  
 Project name: ERUSA Water and Wastewater Master Plan  
 Name of Vendor being surveyed: Dewberry Engineers Inc.  
 Cost of Services: Original Cost: \$183,389.88 Ending Cost: \$183,389.88  
 Contract Start Date: February 2018 Contract End Date: January 2019

**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)	8
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	8
7	Ability to resolve issues promptly	(1-10)	8
8	Ability to follow protocol	(1-10)	8
9	Ability to maintain proper documentation	(1-10)	9
10	Appropriate application of technology	(1-10)	9
11	Overall Client satisfaction and comfort level in hiring	(1-10)	9
12	Ability to offer solid recommendations	(1-10)	9
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	8

Printed Name of Evaluator Mark Addison

Signature of Evaluator: 

Please fax or email the completed survey to: sethier@dewberry.com

## Survey Questionnaire – Polk County

### RFP 23-448, Utilities Design Services & Regulatory Services

To: Tania McMillan (Name of Person completing survey)  
Polk County Utilities (Name of Client Company/Contractor)  
 Phone Number: 863-298-4190 Email: taniamcmillan@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Polk County Utilities Water Resources Coordination

Name of Vendor being surveyed: Dewberry

Cost of Services: Original Cost: \$79,940 Ending Cost: Project is ongoing

Contract Start Date: January 18, 2023 Contract End Date: Project is 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)	
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 Tania McMillan

Signature of Evaluator: Tania McMillan Digitally signed by Tania McMillan  
Date: 2023.07.06 16:05:28 -04'00'

Please fax or email the completed survey to: cnewton@dewberry.com

### Survey Questionnaire – Polk County

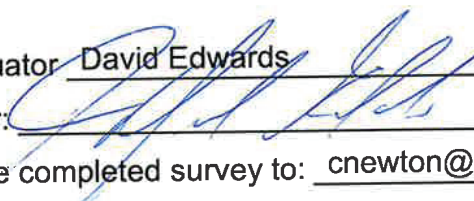
#### RFP 23-448, Utilities Design Services & Regulatory Services

To: David Edwards (Name of Person completing survey)  
Wakulla County (Name of Client Company/Contractor)  
Phone Number: 850.926.0919 Email: dedwards@mywakulla.com

Subject: Past Performance Survey of Similar work:  
Project name: Wakulla Gardens Sewer System Expansion  
Name of Vendor being surveyed: Dewberry Engineers Inc.  
Cost of Services: Original Cost: \$13,796,600 Ending Cost: \$13,509,595  
Contract Start Date: May 2018 Contract End Date: December 2023

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
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: David Edwards  
Signature of Evaluator:   
Please fax or email the completed survey to: cnewton@dewberry.com

### Survey Questionnaire – Polk County

**RFP 23-448, Utilities Design Services & Regulatory Services**

To: Pete Chichetto (Name of Person completing survey)  
D.R. Horton (Name of Client Company/Contractor)  
 Phone Number: 407-468-7884 Email: PMChichetto@drhorton.com

Subject: Past Performance Survey of Similar work:

Project name: Ernie Caldwell Boulevard Lift Station

Name of Vendor being surveyed: Dewberry


Cost of Services: Original Cost: \$270,000 Ending Cost: Project is still ongoing

Contract Start Date: November 17, 2020 Contract End Date: Project is still 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)	8
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	8
3	Quality of workmanship	(1-10)	9
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)	9
8	Ability to follow protocol	(1-10)	9
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	10
11	Overall Client satisfaction and comfort level in hiring	(1-10)	9
12	Ability to offer solid recommendations	(1-10)	9
13	Ability to facilitate consensus and commitment to the plan of action among staff	(1-10)	10

Printed Name of Evaluator Pete Chichetto

Signature of Evaluator: 


Please fax or email the completed survey to: cnewton@dewberry.com

**Survey Questionnaire – Polk County**  
**RFP 23-177, Professional Engineering Services for ERUSA and CRUSA AWS**  
**Receiving Facilities Projects**

To: Darrell J. Damrow, PE (Name of Person completing survey)  
Clay County Utility Authority (Name of Client Company/Consultant)  
Phone Number: 904.213.2426 Email: ddamrow@clayutility.org  
Subject: Past Performance Survey of Similar work:  
Project name: Governor's Park Supply Well Drilling and Interim Water Treatment Plant  
Name of Consultant being surveyed:  
Dewberry  
Cost of Services: Original Cost: \$1,087,490 Ending Cost: Ongoing Project  
Contract Start Date: 6/9/2022 Contract End Date: Ongoing Project

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

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

Printed Name of Evaluator Darrell J. Damrow  
Signature of Evaluator:   
Please fax or email the completed survey to: poros@dewberry.com

**EXHIBIT "B"**  
**Dewberry Engineers Inc.**  
Labor and Overhead  
Polk County, FL

Direct Labor		1.0000
Fringe Benefits		0.5051
Overhead/General/Administrative		1.0201
Direct Cost Adjustment		0.0500

---

Subtotal 2.5752

Profit 15% 0.3863

---

Total 2.9615

## EXHIBIT B Dewberry Rates

Labor Category	Low	High
Admin I	\$64.94	\$78.48
Admin II	\$102.88	\$124.34
CADD Tech I	\$80.30	\$97.04
CADD Tech II	\$102.34	\$123.68
Cadd Tech Mgr	\$127.98	\$154.67
Eng I	\$109.01	\$131.74
Eng II	\$126.57	\$152.98
Eng III	\$141.31	\$170.78
Eng IV	\$153.60	\$185.64
Eng V	\$194.72	\$235.33
Eng VI	\$220.31	\$266.27
Eng VII	\$253.93	\$306.90
Eng VIII	\$272.81	\$329.71
Eng IX	\$326.17	\$394.20
GIS II	\$98.08	\$118.54
GIS III	\$103.26	\$124.80
GIS IV	\$110.21	\$133.20
GIS V	\$140.70	\$170.04
GIS VI	\$187.85	\$227.03
GIS VII	\$267.93	\$323.81
Prof I	\$91.88	\$111.05
Prof II	\$116.21	\$140.46
Prof III	\$146.35	\$176.87
Prof IV	\$166.35	\$201.05
Prof V	\$190.72	\$230.50
Prof VI	\$223.33	\$269.92
Prof VII	\$239.99	\$290.05
Prof VIII	\$269.04	\$325.15
Principal	\$340.49	\$411.49

**Business Confidential:** This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed --in whole or in part --for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of --or in connection with --the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction.

Exhibit B

Classification	Position Overview	Responsibilities	Education and Experience
Admin I	Assists and provides the assigned project team with clerical and administrative duties	Supports Team with clerical and admin duties	High school diploma
Admin II	Assists and provides the assigned project team with scheduling of appointment and travel arrangements, maintain files and records, expense reports and track operating expenses.	Supports Team with clerical and admin duties with preparing reports, travel arrangements, scheduling staff members and invoicing.	Associates Degree 10+ years of admin work experience
CADD Tech II	Prepares computer-generated engineering drawings according to established standards and procedures. Prepares drawings from rough sketches or general engineering and design information using CADD software programs. Copies existing drawings and completes simple calculations with specific instructions.	Assigns tasks to and coordinates with staff Receives instruction on specific objectives.	HS diploma, A.A. Degree in Drafting, Design, or related field preferred with 3+years of experience
Cadd Tech Mgr	Responsible for the supervision and coordination of the CADD team. Specific responsibilities include scheduling and prioritizing CADD/plotting workflow, monitoring and updating CADD standards, training new technicians, and QA/QC work of the department. Handles all personnel activities and interacts with engineers, project managers and other managers within the firm.	Supervises a staff of CADD Technicians. Plans, schedules, or coordinates the preparation of documents or activities for multiple major projects, or is responsible for an entire program. Reviews operational procedures to ensure compliance with applicable policies and performance measures. Partakes in personnel actions.	HS diploma, A.A. Degree in Drafting, Design, or related field preferred with 15+ years of experience
Eng I	Acquires limited knowledge and develops basic skills. Applies prescribed techniques and procedures in accordance with established criteria. Performs routine technical work that doesn't require previous experience.	Assigns tasks to and coordinates with technicians or administrative staff	FE preferred Bachelor's Degree in Engineering
Eng II	Acquires basic knowledge and develops skills in specific area. Applies standard techniques, procedures & criteria to perform assigned tasks. Exercises limited judgment on details of work and in application of standard methods for conventional work	Assigns tasks to and coordinates with technicians or administrative staff	PE License required Bachelor's Degree in Engineering with 2-3+ years of experience
Eng III	Develops broad knowledge & skill in specific area. Evaluates, selects, and applies standard techniques, procedures & criteria to perform tasks for conventional projects with few complexities. Collaboratively uses judgment to determine adaptations in methods for non routine aspects. Works on small projects or portions of large projects.	Assigns tasks to and coordinates with entry-level engineers, technicians or administrative staff. Assists in determining schedule and budget requirements.	PE License required Bachelor's Degree in Engineering with 3-5+ years of experience
Eng IV	Applies broad knowledge of principals and practices in specific area. Independently evaluates, selects, and adapts, standard techniques, procedures, and criteria. Acquires general knowledge of principals and practices of related fields and ability to function on smaller multidisciplinary teams. Works on projects of small size or portions of larger projects.	Assigns tasks to entry-level engineers, technicians or administrative staff. Plans and coordinates aspects of work. Prepares scope, budgets, and schedules for assignments. Assists with proposals to provide professional services.	PE License required Bachelor's Degree in Engineering with 5+ years experience
Eng V	Applies broad knowledge of principals and practices in specific area. Independently evaluates, selects, and adapts, standard techniques, procedures, and criteria. Acquires broad knowledge of principals and practices of related fields and ability to function on multidisciplinary teams. Works on projects of medium size or larger projects with little complexity	Assigns tasks to engineers, technicians or administrative staff. Plans and coordinates aspects of work. Prepares scope, budgets, and schedules for assignments. Assists with proposals to provide professional services.	PE License required Bachelor's Degree in Engineering with 8+ years of experience
Eng VI	Independently applies extensive and diversified knowledge of principals and practices in broad areas of assignments and related fields. Uses advanced techniques in the modification of extension of theories and practices of sciences and disciplines to complete assignments, Works on major projects or several projects of moderate scope with complex features.	Supervises all staff necessary to complete assignments. Reviews and approves scopes, budgets, and schedules for assignments. Prepares proposals to provide professional services. May partake in personnel actions.	PE License required Bachelor's Degree in Engineering with 10+years to experience

Exhibit B

Eng VII	Applies thorough knowledge of current principles and practices of engineering. Applies knowledge and expertise acquired through progressive experience to resolve crucial issues or unique conditions. Keeps informed of new methods and developments affecting the org., and recommends new practices or changes in emphasis of programs.	Supervises a staff of engineers and technicians. Plans, schedules, or coordinates the preparation of documents or activities for multiple major projects, or is responsible for an entire program. Reviews operational procedures to ensure compliance with applicable policies and performance measures. May partake in personnel actions.	PE License required Bachelor's Degree in Engineering with 15+ years of experience
Eng VIII	Uses creativity, foresight, and mature judgment in anticipating and solving unprecedented problems. Makes decisions and recommendations that are authoritative and have an important impact on extensive organizational activities. Sets priorities and reconciles directions from competing interests.	Supervises an office with multiple departments. Recommends facilities, personnel, and funds required to carry out programs. Oversees the technical, legal and financial issues of an entire office or program. Develops standards and guidelines and handles personnel action.	PE License required Bachelor's Degree in Engineering 20+ years of experience
Eng IX	Makes decisions with broad influence over the activities the organization. Makes authoritative decisions and recommendations that are conclusive and have a far reaching impact on the org. Demonstrates a high degree of creativity, foresight, and mature judgment in planning, organizing, and guiding extensive programs and activities with major consequences.	Leads an entire program, organization, or multiple areas of an organization. Decides the kind and extent of engineering related programs are needed for accomplishing the objectives of an org.	PE License required Bachelor's Degree in Engineering 25+ years of experience
GIS II	Knows and applies fundamental concepts, practices, and procedures to perform a variety of tasks associated with providing quality map deliverables for hydrographic surveys. Limited exercise of judgment required when less common methods or procedures are necessary. Assignments may include higher level work for training purposes.	Assigns tasks to and coordinated with technicians or administrative staff	GISP, CP or other professional certification in field preferred Bachelor's GIS, Geography or related field 2-3+ years of experience
GIS III	Fully competent geographer in all conventional aspects of subject matter or functional area of assignments. Assists with the management and coordination of projects and begins to interact with clients for client relationship development. Independently performs most assignments with instruction only regarding expected results.	Assigns tasks to necessary staff. Plans and coordinates aspects of work. Prepares scope, budgets, and schedules for assignments, Assists with proposals to provide professional services.	GISP, CP or other professional certification in field preferred Bachelor's GIS, Geography or related field 5+ years of experience
GIS IV	Knows and applies complex concepts, practices and procedures to produce quality deliverables, may also manage and coordinate projects and the work of small staff. Maintains client relationships. Makes decisions independently regarding technical complexities and methods.	Assigns tasks to necessary staff. Plans and coordinates aspects of work. Prepares scope, budgets, and schedules for assignments, Assists with proposals to provide professional services. Receives general direction of key objectives and guidance on new concepts or policies.	GISP, CP or other professional certification in field preferred Bachelor's GIS, Geography or related field 8+ years of experience
GIS V	Trains analysts on best practices related to extracting information and structuring data. Will perform analysis and modeling as needed. May be responsible for identifying, designing and developing GIS applications and/or strategies and procedures for integrating GIS programs with existing databases. Including, but not limited to system administration, operating and software issues and coordination with others pertaining to system requirements.	Assigns tasks to necessary staff. Plans and coordinates aspects of work. Prepares scope, budgets, and schedules for assignments, Assists with proposals to provide professional services. Receives general direction of key objectives and guidance on new concepts or policies.	GISP, CP or other professional certification in field preferred Bachelor's GIS, Geography or related field 8+ years of experience
GIS VI	Knows and applies complex concepts, practices and procedures to produce quality deliverables, may also manage and coordinate projects and the work of medium staff. Maintains client relationships. Makes decisions independently regarding technical complexities and methods.	Supervises all staff necessary to complete assignments. Reviews and approves scopes, budgets, and schedules for assignments. Prepares proposals to provide professional services. May partake in personnel actions.	GISP, CP or other professional certification in field required Bachelor's GIS, Geography or related field 10+ years of experience

Exhibit B

<p>GIS VII</p>	<p>Plans and conducts GIS work related to detailed phases of major projects or acts as a senior technical analyst. May also participate in business development activities. Performs complex data studies, conversion analysis, manipulation and processing of spatial data. Fully competent in the field's practices and applies advanced techniques to independently carry out the functions of the position, solves complex problems, recommends alternatives, and performs QA/QC on others work. Works with staff, interfaces with senior professionals within the firm and at other organization, interacts with clients, and represents the firm at conferences and professional events.</p>	<p>Receives supervision and guidance relating to overall objectives, critical issues, new concepts, and policy matters. Receives direction on unusual conditions and developments.</p>	<p>Bachelor's GIS, Geography or related field with 15+ years of experience</p>
<p>Prof I</p>	<p>Performs assignments that are clearly defined and require application of standard techniques and procedures. Performs a variety of tasks while relying on instruction and pre-established guidelines. Familiar with fundamental concepts, practices and procedures to perform analysis of data from reports, maps, drawings, tests and field observations/sampling.</p>	<p>Receives close supervision on all aspects of assignments</p>	<p>Professional Certification within specialized field Bachelor's in related Sciences 2-3+ years of experience</p>
<p>Prof II</p>	<p>Knows and applies complex concepts, practices and procedures to produce quality deliverables, may also manage and coordinate projects and the work of medium staff. Maintains client relationships. Makes decisions independently regarding technical complexities and methods.</p>	<p>Receives close supervision on unusual or difficult problems and general review of all aspects of work</p>	<p>Professional Certification within specialized field Bachelor's in related Sciences 3-5+ years of experience</p>
<p>Prof III</p>	<p>Assists in providing department management. Applies technical expertise if needed. Through experience and in-depth knowledge of the field is able to carry out the functions of the position independently and make decisions that have impact on the department and/or company. Works with staff and senior managers within the company and other firms. Will interact with client and public officials when needed and to maintain relationships.</p>	<p>Receives instruction on specific objectives. Receives direction on unconventional and/or complex problems and solutions. Received thorough review of completed work for application of sound professional judgment.</p>	<p>Professional Certification within specialized field Bachelor's in related Sciences 5+ years of experience</p>
<p>Prof IV</p>	<p>Makes decisions with broad influence over the activities the organization. Makes authoritative decisions and recommendations that are conclusive and have a far reaching impact on the org. Demonstrates a high degree of creativity, foresight, and mature judgment in planning, organizing, and guiding extensive programs and activities with major consequence</p>	<p>Receives general direction of key objectives and guidance on new concepts or policies.</p>	<p>Professional Certification within specialized field Bachelor's in related Sciences 8+ years of experience</p>
<p>Prof V</p>	<p>Provides program leadership and management. Applies technical expertise if needed. Through experience and in-depth knowledge of the field is able to carry out the functions of the position independently and make decisions that have impact on the program and/or company. Works with staff, senior managers and other executive staff within the company and other firms. Will interact with client and public officials when needed and to maintain relationships.</p>	<p>Receives general direction of key objectives and guidance on new concepts or policies.</p>	<p>Professional Certification within specialized field Bachelor's in related Sciences 10+ years of experience</p>

Exhibit B

Prof VI	Responsible for interpreting, organizing, executing projects or technical aspects of projects. May assign, schedule and review work to ensure accuracy, thoroughness and timeliness on mid size projects. On a technical capacity handles complex assignments and begins to develop junior staff technically. Is responsible for managing client relationships and building business development skills.	Receives supervision and guidance relating to overall objectives, critical issues, new concepts, and policy matters. Receives direction on unusual conditions and developments.	Professional Certification within specialized field Bachelor's Degree in a Sciences with 10+ years of experience
Prof VII	Makes decisions and recommendations that are recognized within area of expertise and have important impact of extensive technical assignments or projects. As a project manager plans, schedules, conducts or coordinates detailed phases of scientific work for large projects. As a technical capacity applies a high mastery in the specialized area of expertise and a working knowledge of related specialties. At this level business development must be a key responsibility and continuous client relationship management is required.	Receives administrative supervision with assignments given in broad terms of general objectives and limits	Professional Certification within specialized field Bachelor's Degree in a Sciences 10+ years of experience
Prof VIII	Plans, organizes, and as a technical leader is a recognized authority in the company in a broad area of specialization or intensely specialized field. Makes authoritative decisions and recommendations having important impact on the business unit. Initiates and maintains extensive internal and external contacts. At this level one demonstrates a high degree of foresight and mature judgment in anticipating and solving project complexities, determining program objectives and requirements, organizing programs and projects, and developing standards and guidelines for diverse geographic activities.	Receives administrative supervision with assignments given in terms of broad general objectives and limits	Professional Certification within specialized field Bachelor's Degree in a Sciences 15+ years of experience
Principal	Leads and entire program of the highest importance or the overall direction of the company. Decides the kind of programs and services needed to accomplish the objectives of the organization. Will represent the company at critical functions and to the media. Supervises the highest level staff and officers of the company and receives general administrative direction from the board of directors.	Receives general administrative direction from the Operations Unit Manager, Regional Unit Manager, President or CEO.	Professional Certification within specialized field Bachelor's Degree in a Sciences 25+ years of experience

**Fran McAskill**  
*Director*  
**Procurement Division**



330 West Church Street  
P.O. Box 9005, Drawer AS05  
Bartow, Florida 33831-9005  
Phone: (863) 534-6757  
Fax: (863) 534-6789  
[www.polk-county.net](http://www.polk-county.net)

## **EXHIBIT C**

### **Board of County Commissioners**

#### **REIMBURSABLE COST SCHEDULE**

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