

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, Halff Associates, Inc. (the “Consultant”), a Texas corporation, located at 1201 North Bowser Road, Richardson, Texas 75081, and whose Federal Employer Identification Number is 75-1308699.

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, if applicable, 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 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 \$350,000.00 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 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 and hold the County, and its officers, employees and agents harmless from and against claims, actions, liabilities, damages, losses (including, reimbursement of reasonable attorney's fees and costs) 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 for a period of two (2) years.

7.0 Independent Contractor

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

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

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

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

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

8.0 Authority to Practice

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

9.0 Public Records Law

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

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

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

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

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

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

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

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

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

10.0 Compliance with Laws

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

11.0 Subcontracting

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

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

12.0 Federal and State Taxes

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

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

13.0 Public Entity Crimes

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

14.0 County's Responsibilities

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

15.0 Termination of Agreement

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

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

15.3 Unless the Consultant is in breach of this Agreement, the Consultant shall be paid for services properly rendered to the County's reasonable 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 purchase orders, services, 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 the work that has 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: Halff Associates, Inc.
1201 N. Bowser Rd.
Richardson, TX 75081
Attn: Robert Ern, PE, DBIA
With copies to legalhelp@halff.com

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: Halff Associates, Inc.
Attn: Jessica Baker-Daily
1201 N. Bowser Rd.
Richardson, TX 75081

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: Rob Ern, PE, DBIA

Name: Antonio Serbia, PE, DBIA, ENV SP

32.0 Annual Appropriations

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

33.0 Liquidated Damages

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

34.0 Employment Eligibility Verification (E-VERIFY)

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

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

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

35.0 Limitation of Liability.

IN NO EVENT, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY 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 EITHER PARTY 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

Jander B. Halff 12/11/23
County Attorney's Office Date

ATTEST:

Halff Associates, Inc.
a Texas corporation

By: *J. Russell Killen*
Corporate Secretary
J. Russell Killen
[Print Name]

By: *ROBERT E. ERN*
ER
[Print Name]

DATE: *12/11/23*

VICE - PRESIDENT
[Title]

DATE: *12-7-23*

SEAL



ACKNOWLEDGEMENT OF FIRM IF A LIMITED LIABILITY COMPANY

STATE OF _____ County OF _____

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

(Official Notary Signature and Notary Seal)

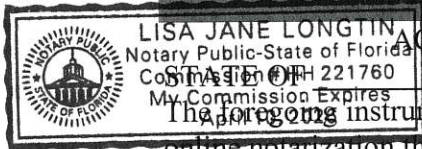
(Name of Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Lake

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 12.7.23 (Date) by Robert A. Ern, Jr. (Name of officer or agent) as Water/WW Deputy Practice Leader (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. 7, 2023 (Date).

Lisa Jane Longtin
(Official Notary Signature and Notary Seal)
Lisa Jane Longtin
(Name of Notary typed, printed or stamped)
Commission Number HH221760 Commission Expiration Date Apr. 10, 2026



ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ County OF _____

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

(Official Notary Signature and Notary Seal)

(Name of Notary typed, printed or stamped)
Commission Number _____ Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ County OF _____

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

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

_____ (Official Notary Signature and Notary Seal)

_____ (Name of Notary typed, printed or stamped)

Commission Number _____ Commission Expiration Date _____



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

Detail by Entity Name

Foreign Profit Corporation
HALFF ASSOCIATES, INC.

Filing Information

Document Number	F18000005458
FEI/EIN Number	75-1308699
Date Filed	11/06/2018
State	TX
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	07/24/2019
Event Effective Date	NONE

Principal Address

1201 N. BOWSER RD.
RICHARDSON, TX 75081

Mailing Address

1201 N. BOWSER RD.
RICHARDSON, TX 75081

Registered Agent Name & Address

INCORP SERVICES, INC.
3458 LAKESHORE DRIVE
TALLAHASSEE, FL 32312

Address Changed: 03/17/2023

Officer/Director Detail

Name & Address

Title Chairman, VP

Moya, Mike
13620 Briarwick Drive
Suite 100
Austin, TX 78729

Title Senior Vice President, Director

TANKSLEY, DAN
1201 N. BOWSER RD.
RICHARDSON, TX 75081

Title Director, Senior Vice President

MURRAY, MENTON
5000 W. MILITARY, SUITE 100
MCALLEN, TX 78503

Title COO

JACKSON, TODD
13620 Briarwick Drive
Suite 100
AUSTIN, TX 78729

Title VP, Secretary, Director

KILLEN, RUSSELL
1201 N. BOWSER RD.
RICHARDSON, TX 75081

Title President

EDWARDS, MARK
1201 N. BOWSER RD.
RICHARDSON, FL 75081

Title CSO

ZAPALAC, RUSSELL
1201 N. BOWSER RD.
RICHARDSON, FL 75081

Title Director, Senior Vice President

Miller, Steven
13620 Briarwick Drive
Suite 100
Austin, TX 78729

Title CMO

BAKER Daily, JESSICA
1201 N. BOWSER RD.
RICHARDSON, TX 75081

Title Director, Senior Vice President

Pylant, BEN
4000 Fossil Creek Blvd.
Fort Worth, TX 76137

Title Senior Vice President, Director

ICKERT, ANDREW
4000 FOSSIL CREEK BLVD.
FT. WORTH, TX 76137

Title VP

RIELLY, PAUL J
4000 Fossil Creek Blvd
Fort Worth, TX 76137

Title VP

Downs, Derek
1201 N. BOWSER RD.
RICHARDSON, TX 75081

Title CFO

Sagel, Joseph
1201 N. BOWSER RD.
RICHARDSON, TX 75081

Title Senior Vice President

Kaschyk, Bruce
1000 N. Ashley Drive, Suite 900
Tampa, FL 33602

Title VP, Director

Llewellyn, Mark T, Sr.
2255 Killearn Center Blvd
Suite 200
Tallahassee, FL 32309

Title VP

French, Sherri Marie
1000 N. Ashley Drive, Suite 900
Tampa, FL 33602

Title Senior Vice President

Hutcheson, David T
2255 Killearn Center Blvd
Suite 200

Tallahassee, FL 32309

Title VP

Booth, Duane
902 North Sinclair Avenue
Tavares, FL 32778

Title VP

Ern, Rob
902 North Sinclair Avenue
Tavares, FL 32778

Title VP

McGlohorn, John
902 North Sinclair Avenue
Tavares, FL 32778

Title Director

Bertram, Shawn
13620 Briarwick Drive
Suite 100
Austin, TX 78729

Annual Reports

Report Year	Filed Date
2022	01/11/2022
2022	07/13/2022
2023	02/16/2023

Document Images

02/16/2023 -- ANNUAL REPORT	View image in PDF format
07/13/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/11/2022 -- ANNUAL REPORT	View image in PDF format
01/27/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
01/21/2021 -- AMENDED ANNUAL REPORT	View image in PDF format
01/19/2021 -- ANNUAL REPORT	View image in PDF format
01/03/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
01/02/2020 -- ANNUAL REPORT	View image in PDF format
08/08/2019 -- AMENDED ANNUAL REPORT	View image in PDF format
07/24/2019 -- Amendment	View image in PDF format
05/03/2019 -- ANNUAL REPORT	View image in PDF format
11/06/2018 -- Foreign Profit	View image in PDF format

Exhibit "A-i"

RFP NOTICE

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

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

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

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

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

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

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

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

RFP REGISTRATION

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

RFP Number: 23-448

RFP Title: Utilities Design Services & Regulatory Support Services

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

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

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

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

PROPOSAL SUBMITTAL INSTRUCTIONS

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

Sealed Parcel Submittal:

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

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

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

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

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

Electronic Proposals Submittal:

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

“RFP 23-448 Tab 1”

“RFP 23-448 Tab 2”

“RFP 23-448 Tab 3”

“RFP 23-448 Tab 4”

“RFP 23-448 Tab 5”

“RFP 23-448 Tab 6”

“RFP 23-448 Tab 7”

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

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

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

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

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

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

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

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

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

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

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

INTRODUCTION

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

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

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

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

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

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

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

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

SCOPE OF SERVICES

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

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

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

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

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

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

AGREEMENT

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

EVALUATION CRITERIA

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

Tab 1 Executive Summary

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

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

Tab 2 Approach to the Project (35 points)

(Maximum of four (4) pages)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Tab 7 Surveys of Past Performance (10 Points)

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

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

BID OPENING

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

Selection Process

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

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

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

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

Elevation Level 1 (Procurement Requirements Assessment):

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

Elevation Level 2 (Scoring)

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

Subtotal Points-20 points

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

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

Total Points – 100 points

by the following process:

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

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

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

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

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

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

- UNACCEPTABLE (0.0):

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

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

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

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

Elevation Level 3 (Proposer Interviews)

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

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

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

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

Elevation Level 4 (Contract Negotiations)

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

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

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

GENERAL CONDITIONS

CONTACT

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

INSURANCE REQUIREMENTS

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

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

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

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

Premises and Operations and Products/Completed Operations;

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

Independent Contractors; Policy must include Separation of Insureds Clause.

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

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

INDEMNIFICATION

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

PUBLIC ENTITY CRIMES STATEMENT

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

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION

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

WOMEN/MINORITY BUSINESS ENTERPRISE OUTREACH

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

AFFIRMATION

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

DEVELOPMENT COSTS

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

ADDENDA

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

CODE OF ETHICS

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

DRUG FREE WORKPLACE

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

APPLICABLE LAWS AND COURTS

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

CONTRACTUAL MATTERS

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

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

PROPOSAL ACCEPTANCE PERIOD

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

ADDITION/DELETION

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

PROPRIETARY INFORMATION

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

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

REVIEW OF PROPOSAL FILES

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

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

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

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

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

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

EMPLOYMENT ELIGIBILITY VERIFICATION (E-Verify)

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

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

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

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

LIMITATIONS

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

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

PUBLIC RECORD LAWS

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

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

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

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

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

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

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

RECORDS MANAGEMENT LIAISON OFFICER

POLK COUNTY

330 WEST CHURCH ST

BARTOW, FL 33830

TELEPHONE: (863) 534-7527

EMAIL: RMLO@POLK-COUNTY.NET

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

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

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

Proposers Incorporation Information

(Submittal Page)

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

Company Name: _____

DBA/Fictitious Name (if applicable): _____

TIN #: _____

Address: _____

City: _____

State: _____

Zip Code: _____

County: _____

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

Contact Person: _____

Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Type of Organization (select one type)

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

State of Incorporation: _____

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

EXHIBIT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

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

Sending the Survey

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

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

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

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

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

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

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

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

Preparing the Surveys

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

Survey Questionnaire – Polk County

RFP 23-448, Utilities Design Services & Regulatory Services

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Contractor)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Vendor being surveyed: _____

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

Contract Start Date: _____ Contract End Date: _____

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

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

Printed Name of Evaluator _____

Signature of Evaluator: _____

Please fax or email the completed survey to: _____

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

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

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

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

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

Company Name: _____

Signature: _____

Title: _____

Date: _____

State of: _____

County of: _____

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

Notary Public Signature: _____

Printed Name of Notary Public: _____

Notary Commission Number and Expiration: _____

(AFFIX NOTARY SEAL)

EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

RFP 23-448, UTILITIES DESIGN SERVICES & REGULATORY SERVICES

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

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

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

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

Executed this _____ day of _____, 2023.

ATTEST:

CONSULTANT:

By: _____
PRINTED NAME: _____
Its: _____

By: _____
PRINTED NAME: _____
Its: _____

June 27, 2023

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

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

Contained within this addendum: Questions Received and Answers.

Ari Goldstein, CPP

Ari Goldstein

Senior Procurement Analyst
Procurement Division

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

Signature

Printed Name:

Title:

Company:

RFP 23-448, Utilities Design Services and Regulatory Services

ADDENDUM # 1

QUESTIONS AND ANSWERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

July 3, 2023

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

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

Contained within this addendum: Questions Received and Answers.

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

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

Ari Goldstein, CPP

Ari Goldstein

Senior Procurement Analyst
Procurement Division

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

Signature _____

Printed Name: _____

Title: _____

Company: _____

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

QUESTIONS AND ANSWERS

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

Answer 1: Yes.

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

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

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

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

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

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

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

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

July 11, 2023

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

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

Contained within this addendum: Questions Received and Answers.

Ari Goldstein, CPP

Ari Goldstein

Senior Procurement Analyst
Procurement Division

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

Signature _____

Printed Name: _____

Title: _____

Company: _____

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

QUESTIONS AND ANSWERS

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

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

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

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

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

Answer 3: Yes.

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

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



Exhibit "A-ii"

July 19, 2023

POLK COUNTY

Statement of Qualifications

RFP No. 23-448
Utilities Design Services & Regulatory Support Services

1. Executive Summary

RFP No. 23-448 Utilities Design Services & Regulatory Support Services

Halff Associates, Inc.
 Antonio Serbia, PE, DBIA, ENV SP
 12470 Telecom Drive, Suite 100E
 Tampa, Florida 33637
 813.497.4915
 aserbia@halff.com

Halff has been in business for a total of 73 years, with 30 of those years being recognized as Halff Associates, Inc.

Halff currently has 1,411 employees in 31 offices across the southeast.

Polk County is experiencing phenomenal growth due to its centralized location between Orlando and Tampa. With this growth, having an on-call service contract for continuing engineering services is an advantage to both the staff and citizens of Polk County since it reduces the need to procure individual services and frees the staff to attend to additional needs of the County. As a longtime continuing engineering services provider to more than 40 municipalities and counties in Florida, Halff thoroughly understands the services required by the County for this contract. We are pleased to submit our qualifications to provide comprehensive services to Polk County.

FIRM LEGACY

Since 1987, Halff has served public clients located throughout Florida. We are a community focused, employee-owned, 1,400-person, full-service engineering, planning, environmental, architecture, and surveying firm providing services from 31 offices in Florida, Texas, Oklahoma, Arkansas, and Louisiana. We have a strong legacy of impressive utility projects that address everything from simple water line replacement projects to capital lift stations and full-blown advanced water reclamation facilities, and everything in between. Many of our projects have solved long-standing utility challenges such as I&I reduction, nutrient removal and pressure/fire-flow improvements. Halff is not a woman or minority business enterprise (W/MBE) firm; however, four of our subconsultants are W/MBE firms. Halff makes it a standard practice to incorporate W/MBE firms into our project teams in meaningful roles whenever possible.

OFFICES AND PERSONNEL

Halff has assembled a team of professionals that are well qualified and can offer Polk County local, proven experience in providing civil engineering services on task-oriented projects similar to those anticipated on this continuing engineering services contract. Engineering design services and construction administration required for the County's projects will be provided primarily by our Tampa and Tavares offices with support from our other Florida locations as needed. Grant applications, administration, and funding services will be provided from our Jacksonville office. The Halff personnel based in these offices consists of 122 professional and technical staff members. They are supported by a closely connected network of more than 200 Florida-based employees who can be called upon to support your requested tasks.

THE HALFF TEAM

Halff's in-house team will provide all project management along with all work associated with the disciplines of civil engineering, water, wastewater, and reclaimed water utilities, biosolids, master planning, regulatory compliance, land surveying, construction administration and management, architectural services, grant administration, facility assessments, and geographic information systems (GIS).



To complement Halff's services, we bring the following firms as members of the Halff team:

Hydrogeology: Andreyev Engineering, Inc. (AEI) has been a trusted hydrogeology subconsultant to Halff on hundreds of projects since 2006.

Electrical: Electrical Design Associates, Inc. (EDA) has teamed with Halff on dozens of projects for nearly 20 years. EDA is also MBE certified.

Structural Engineering: Wekiva Engineering, LLC (Wekiva) provides structural engineering services to an array of industry sectors which include water and wastewater facilities, solid waste facilities, and commercial buildings.

Geotechnical: Tierra, Inc. (Tierra) has extensive experience performing geotechnical engineering evaluations in Polk County. Tierra is also MBE certified.

Public Involvement: The Valerin Group, Inc. (Valerin) has worked with Halff on numerous public involvement campaigns. Valerin is also WBE certified.

Funding Assistance: GovRates, Inc. (GRI) has assisted Halff with obtaining SRF funding on local projects for the City of Mount Dora totaling \$12.3 million. GRI is also WBE certified.

Halff has great working relationships with all of our team members, and we are prepared to successfully complete any scope of work the County may require under this contract.

RESOURCES AND EXPERIENCE

As shown throughout this SOQ, Halff has the resources and experience to assist Polk County with the design, permitting and construction phase engineering services for water, wastewater, and reclaimed water facilities. It should also be noted that Halff has provided continuing professional engineering services on a task-oriented basis for multiple municipalities throughout Florida for many years.



State of Florida Department of State

I certify from the records of this office that HALFF ASSOCIATES, INC. is a Texas corporation authorized to transact business in the State of Florida, qualified on November 6, 2018.

The document number of this corporation is F18000005458.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 16, 2023, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixteenth day of February, 2023



Secretary of State

Tracking Number: 9868402955CC

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

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



ONLINE SERVICES

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

LICENSEE DETAILS

2:09:13 PM 3/1/2023

Licensee Information

Name:	HALFF ASSOCIATES, INC. (Primary Name)
	BESH HALFF (DBA Name)
Main Address:	1201 N BOWSER RD RICHARDSON Texas 75081
County:	OUT OF STATE

License Information

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	33380
Status:	Current
Licensure Date:	09/12/2019
Expires:	

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: Rob Ern, PE, DBIA

Title: Vice President

Company: Halff Associates, 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. All questions must be received by 4:00 p.m., Friday, July 7, 2023.

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

Ari Goldstein, CPP
Ari Goldstein
Senior Procurement Analyst
Procurement Division

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

Signature: 
Printed Name: Rob Ern, PE, DBIA
Title: Vice President
Company: Halff Associates, 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



Printed Name: Rob Ern, PE, DBIA

Title: Vice President

Company: Halff Associates, Inc.

Proposers Incorporation Information

(Submittal Page)

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

Company Name: Halff Associates, Inc.

DBA/Fictitious Name (if applicable): _____

TIN #: 75-1308699

Address: 1201 North Bowser Road

City: Richardson

State: Texas

Zip Code: 75081

County: Dallas 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: Rob Ern, PE, DBIA

Phone Number: 352.557.9220

Cell Phone Number: 352.267.4437

Email Address: ern@halff.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: Texas

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

Form W-9
 (Rev. October 2018)
 Department of the Treasury
 Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
HALFF ASSOCIATES, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1201 NORTH BOWSER RD

6 City, state, and ZIP code
RICHARDSON, TX 75081

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

				-					
--	--	--	--	---	--	--	--	--	--

or

Employer identification number


7	5	-	1	3	0	8	6	9	9
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶  Date ▶ 02/01/2023

General Instructions

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

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

Purpose of Form

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

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-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: Halff Associates, Inc.

Signature: [Handwritten Signature]

Title: Vice President

Date: 6/26/2023

State of: Florida

County of: Lake

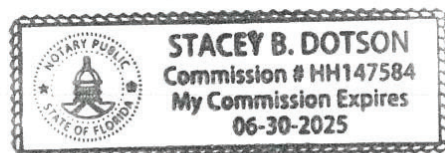
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26 day of June, 2023, by Robert A. Ern, Jr. (name) as Vice President (title of officer) of Halff Associates, Inc. (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: [Handwritten Signature: Stacey B. Dotson]

Printed Name of Notary Public: Stacey B. Dotson

Notary Commission Number and Expiration: 06/30/2025

(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 17 day of July, 2023.

ATTEST:

By: _____
PRINTED NAME: _____
Its: _____

CONSULTANT:

By: 
PRINTED NAME: Rob Ern, PE, DBIA
Its: _____

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 20th day of July, 2023.

ATTEST:

By: *Lisa J. Longtin*
PRINTED NAME: Lisa J. Longtin
Its: Project Technician

CONSULTANT:

By: *[Signature]*
PRINTED NAME: Robert A. Ern, Jr.
Its: Water/Wastewater Deputy Practice Leader

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

375-040-18
PROCUREMENT
03/17

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

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

YES

NO

NAME OF BUSINESS: Halff Associates, Inc.



We improve lives and communities
by turning ideas into reality.



Halff
12470 Telecom Drive, Suite 100E
Tampa, Florida 33637
813.497.4915
halff.com



July 19, 2023

POLK COUNTY

Statement of Qualifications

RFP No. 23-448

Utilities Design Services & Regulatory Support Services

halff.com



2. Approach to the Project

PROJECT MANAGEMENT

Leveraging more than 35 years of continuing service experience in Florida, Halff will bring creative and sound solutions to this utilities design and regulatory support services contract. **Project Manager, Antonio Serbia, PE, DBIA, ENV SP, will lead the Halff team that brings unique differentiators, including Significant experience with continuing contracts for engineering services throughout Florida.** Most of our projects in Florida are for counties and cities that face the stresses of growth, aging infrastructure, financial constraints, and providing outstanding service to their constituents. Together, we have successfully designed, permitted, and overseen the construction of countless projects for over 40 continuing clients. Having worked with numerous public and private clients, Halff is acutely aware of the importance of completing assignments within budget while meeting schedule constraints.

Exceptional Client Satisfaction. Halff strives to develop and maintain long-term relationships built upon loyalty and trust with our clients. Collaboration and early involvement are vital to creating a cost-effective, maintainable, sustainable projects that serve our clients today and into the future. We are committed and ready to start work immediately after receiving the notice to proceed.

Effective Employee Performance and Training. Halff prides itself on educating staff on changes made to industry standards and specifications through professional development training (PDT) and continuing education hours. Halff's professional development programs instruct staff regarding core values, financial basics, and topics related to teamwork through our PDT program for junior staff and Project Manager Training (PMT) and Team Leader Training for senior staff. Halff's internal PMT Program began in 2001 and has evolved to incorporate advances in our industry. In 2014, Halff revamped the PMT Program to follow the Project Management Institute's Project Management Body of Knowledge.

HALFF'S UNIQUE QUALIFICATIONS

Halff is uniquely qualified to provide Polk County with an array of services to meet the county's utility needs. In Halff's central Florida office alone, Halff

has designed water and wastewater treatment plants, miles of capital utility pipeline and lift station improvements, large scale county roadway improvements and new construction, as well as the design of public use sites such as libraries, fire stations, emergency operations centers, and public works buildings along with stormwater retrofits and flood studies. Halff can provide full computer modeling of multiple types of systems, including hydraulic modeling of water and sewer systems or hydrologic modeling of stormwater systems.

Civil design services require a great deal of survey data to be collected and processed, which is why Halff has an entire survey department in-house, located in our Tavares and Tampa offices, only a short distance from Polk County. Frequently, design projects require identifying wetlands, protected species, or other environmental factors and permitting possible wetland impacts. **To accommodate these needs, Halff also has environmental scientists on staff that are very familiar with all state requirements and can handle all environmental permitting needs.** Our eight other Florida offices offer additional support in transportation, architecture, water resources, and CEI expertise. A continuing services contract often requires multiple disciplines to meet the County's needs, and Halff has the needed personnel and experience to meet this goal.

Our numerous existing continuing services agreements with cities and counties throughout Florida illustrate Halff's commitment to our public clients. Not just the number of agreements, but the longevity of them speaks to the service Halff provides, and our commitment to our public clients. **Of Halff's over 40 continuing services contracts, 21 have been in place for over 10 years.**

In short, Halff has dedicated teams with years of experience that cover a huge variety of needs that the County may have. Halff has a deep understanding of the proper design requirements for permitting projects with multiple disciplines, and our proven track record with municipal clients is a testament to our people, our product, and our commitment to giving our clients the very best.

PROJECT MANAGEMENT

Halff's approach to project management starts with building a team of individuals with experience successfully executing projects, which will be dedicated to the County for the duration of the contract. Our project team will be led by Principal-in-Charge Rob Ern, PE, DBIA, and Project Manager, Antonio Serbia, PE, DBIA, ENV SP. Antonio will regularly communicate with the County and the project team to verify the project schedule is maintained. In addition, they will confirm all County design feedback is incorporated, meets the County's objectives, complies with the funding requirements, and QA/QC reviews are completed and documented to provide a quality deliverable. Our project team will report directly to Antonio for the project's duration.

Project Specific Team Organization. Halff is committed to providing Polk County with the highest level of customer service possible on this contract. We recognize that this can only be accomplished through exemplary contract administration, proactive management of issues and resources, close coordination between our team and County staff and efficient execution of a high-quality work product for each assignment. Our approach to management of this contract is based on significant experience on similar contracts and includes:

- Designating an experienced Project Manager who will serve as a single point of contact for the Halff team and the County. Antonio Serbia, PE, DBIA, ENV SP, has the authority and expertise to resolve all contractual and technical issues. He can quickly assess the availability of resources and select the specific staff necessary to expedite any project assignment.
- Selecting a project team tailored to the specific needs of each project assignment. This includes a project manager who will manage all aspects of the project, including the day-to-day tasks and schedule.
- Developing detailed project schedules for each assignment and assigning appropriate resources to each individual task. All project assignment schedules will be "linked" electronically to provide Antonio with an overview of resource assignments and an opportunity for reassigning staff as necessary to meet deadlines on a weekly basis.

- Verifying high-quality design and plan documents through implementing a rigid quality control process tailored to each project assignment, thoroughly documented and closely monitored by Halff's QA/QC Manager, Bill Dorman, PE.

The Halff team is highly qualified and experienced with projects similar in nature to those anticipated for this contract. Doing things right the first time technically and ethically, is the core of our practice methodology. Our approach will include the following at a minimum:

- **Pre-contract Meeting.** Meet directly with County staff to fully communicate the desired project outcome. This includes on-site reviews and preliminary data collection.
- **Prepare Detailed Scope of Work, Schedule, and Fee.** Emphasis will be placed on developing a comprehensive and clear scope of work that will also serve as the Project Work Plan.
- **Scope and Fee Modification.** Modify the scope and fee as necessary to meet the goals and requirements of Polk County.
- **Notice to Proceed and Project Kick-off Meeting**
As soon as the scope of work has been refined and the appropriate fee has been identified, the County will prepare the task assignment documents and issue a Notice to Proceed for the work. At this point, Antonio will schedule a project kick-off meeting with the project team.
- **Progress Meetings.** Regular and routine communications with the County Project Manager and Halff team are critical to the success of every project. Meeting notes will be documented.
- **Review Existing Documents.** Halff will acquire all existing relevant documents.
- **Site Visit.** Every project will include site visits to verify a comprehensive project. We will "put boots on the ground" to gain the lay of the land and sense of the project.
- **Prepare Draft Design.** This plan will include an inventory of existing information, including physical and natural characteristics of the project area based on gathered survey data; draft plans for the proposed project improvements incorporating elements from the kick-off meeting, possible environmental constraints; preliminary implementation schedule; and other relevant information.

SERVICES PROVIDED BY OUR TEAM

Halff's in-house staff have the necessary qualifications and experience to perform the following categories of services as identified in the RFQ:

- Civil engineering
- Utility master planning and hydraulic modeling
- Water quality master planning and hydraulic modeling
- Water quality engineering, modeling, and evaluation
- Wastewater engineering, treatment, and evaluation
- Biosolids management design
- Regulatory compliance and permitting for water and wastewater facilities
- Land surveying
- Feasibility studies for developing, improving and maintaining water, wastewater, and reclaim water systems
- Utility acquisition and evaluation
- Right-of-way and easement acquisition services
- Structural engineering
- Constructability plan review/value engineering
- Construction administration and construction observation-related engineering
- Subsurface utility engineering and locating
- Architectural services
- GIS Analysis
- CADD design capabilities
- Green Engineering Practices

Our team includes several subconsultants, including four W/MBE subconsultants, that provide our team the necessary experience and qualifications to provide any of the services contained within the RFQ. Please see our Executive Summary section for details.



MAINTAINING STAFF AND SCHEDULE

Task orders issued under continuing services contracts represent a significant volume of work that Halff performs. We understand that the nature of these services varies, with different scopes, levels of effort, and disciplines involved. Upon execution of the Continuing Services Agreement, Principal-in-Charge, Rob Ern and Project Manager, Antonio Serbia will meet with County staff to discuss the current budget, capital improvement plan, and task orders anticipated to be awarded to Halff under this RFQ. Information obtained during this initial meeting will be utilized to estimate staffing requirements for the upcoming fiscal year. An initial scoping meeting will be conducted for any task order Halff is awarded under this RFQ. As part of preparing an individual task order, key personnel will be identified and assigned to the project, as well as a preliminary project schedule including workload distribution. By identifying the staffing needs for key personnel far before the issuance of a notice to proceed, Halff can dedicate these staff to the County for the duration of the task order. Halff and our subconsultants also have a depth of resources to pull from to expedite the completion of tasks as required to maintain project schedules.

QUALITY CONTROL AND ASSURANCE

At Halff, implementing a quality review process is an essential component of our workflow. We have established a toolbox of quality control best practices and lessons learned that have evolved from our firm's lengthy history of serving public clients and delivering excellence and exceptional value. **Our Quality Management Program is founded on a commitment to achieve consistent performance through continuous improvement as well as the delivery of quality work that is on schedule and within budget.**

Halff's Quality Management philosophy involves senior experienced personnel in quality assurance/quality control (QA/QC) activities. Before final delivery, all products will undergo a complete independent technical review to conform to the County's requirements. Throughout a project's duration, we will conduct quality reviews and propose actions to resolve any project issues. Communication throughout each phase will be the key to implementing the quality control procedures. Examples of how communication will serve to implement the quality procedures include:

- **Project Management Plan:** After the award of the contract, Antonio will conduct an internal project planning meeting to review the scope, budget, and all available data. The team will develop a detailed schedule, including important deadlines and QA/QC milestones. The team will then develop a list of data requests for additional information necessary for the project's completion.
- **Project Kick-Off Meeting:** A formal project kick-off meeting will be scheduled with the County to review the scope, detailed schedule, and data request list and determine the frequency of regular project meetings. County staff expectations will be clearly defined at the kick-off meeting to begin the project with a strong foundation for success. Communication protocols established at the meeting will be maintained throughout the project's development to make sure that County staff input is obtained regularly and implemented into the design. Meeting notes will be distributed to the project team to document the project approach developed at the kick-off meeting.
- **Project Schedule:** Halff understands that the services we provide are based on a commitment to be completed promptly and professionally. With this commitment comes a resolve to allocate the technical and support staff and resources required to make the project a success. As the Project Manager, Antonio will be responsible for developing and maintaining the project schedule. He has a record of exemplary performance on similar projects and can sequence tasks so multiple tasks are worked on concurrently, reducing the overall project schedule. The schedule will include a breakdown of individual project tasks, including the responsible party and the expected work product. Schedules will be updated regularly so each team member can visually track progress. If, for any reason, a schedule varies or slips, a contingency plan will be produced for schedule recovery. The schedule will be directed back on track by focusing the team on critical tasks, applying additional manpower to the project, or a combination of both.
- **Project Team Meetings:** We pride ourselves on the relationships developed with our clients. As such, we feel it is important to include the County management and operations staff in the design process as much as possible to verify that the product being provided is as desired. Regularly scheduled team meetings will be conducted with County staff to obtain input on the design's development and confirm that the County's needs are being met. In addition to regularly scheduled meetings, Antonio knows the importance of communication and is available for teleconference and video engagement, as necessary. In-person meetings will occur as requested by the County.
- **Technical Design Review:** At the 60 percent design completion milestone, a technical design review of the design drawings and specifications will be conducted by an independent reviewer not directly involved with the project. A design review meeting will be held to document the comments received from the independent reviewer and the County. The responses to those comments or the reasons for not addressing them are recorded and maintained in the project file. Items requiring further discussion or clarification are also identified during the review process to be addressed before the 90 percent submittal.
- **Final Design Review:** An independent reviewer not directly involved with the project will complete a final design review of 90 percent drawings and specifications. This review consists of developing a red-yellow-green review set of drawings and specifications. As part of the red-yellow-green process, the reviewer comments on the drawings and specifications in red. When the revisions are made, the comments are highlighted in yellow. Finally, after a second check to confirm the revisions have been incorporated, they are highlighted in green. The final red-yellow-green set is maintained in the project files.



Bill Dorman, PE, QA/QC Manager, has been identified in the organization chart to manage the quality control review of the team's deliverables.

His quality control reviews will focus on document integrity, accuracy, coordination between disciplines, and compliance with jurisdictional codes and ordinance requirements.



We improve lives and communities
by turning ideas into reality.



Halff
12470 Telecom Drive, Suite 100E
Tampa, Florida 33637
813.497.4915
halff.com



July 19, 2023

POLK COUNTY

Statement of Qualifications

RFP No. 23-448

Utilities Design Services & Regulatory Support Services

3. Experience, Expertise, Personnel and Technical Resources

South Sumter Utility Company Water Treatment Plant

South Sumter Utility Company | The Villages, FL

The South Sumter Utility Company WTP #1 is a newly constructed 5 mgd MDD water treatment plant constructed to serve The Villages. Halff provided design, permitting, and construction administration services. This was a fast-tracked project for The Villages due to the rapid pace of development (3,000 homes are annually constructed).

The WTP consists of:

- Two Lower Floridan wells
- Packed tower aeration with sulfuric acid for pH adjustment
- Odor control
- Transfer pumping
- Sodium hypochlorite disinfection
- 1.5 MG prestressed ground storage tank
- High services pumping facilities
- Standby power, pump building, electrical, SCADA and controls

Due to elevated hydrogen sulfide concentrations in the source water from the Lower Floridan aquifer, advanced treatment of taste and odor control was required.

To meet tight schedule demands, Halff incorporated key project management strategies including:

- Project execution via design-build method
- Rigorous project oversight
- Teaming with proven subconsultants with a demonstrated history of success in accelerated projects
- Project schedule roll out to all team members with defined tasks, roles and deadline expectations
- Frequent progress meetings with team members and owners to stay accountable and on track

To expedite the permitting process, Halff had pre-application meetings with FDEP– giving them advance notice about the project, when they could expect permitting to occur, and what was included in the project.



Size: 5 mgd

Completed: 2019

Cost: \$7,794,428

Change Order(s): 0

Scope: Civil engineering, CADD design, permitting and regulatory compliance, feasibilities studies, construction administration

Key Staff

Rob Ern, PE, DBIA
Michael Scullion, PE, BCEE, DBIA
Troy Mitchell, PE

Reference

Trey Arnett
1038 Lake Sumter Landing
The Villages, FL 32162
352.753.4747
trey.arnett@vikuswater.com

Gibson Place Utility (GPU) Wastewater Treatment Plant

Gibson Place Utility | The Villages, FL



The treatment process provides biological nutrient removal of nitrogen through a modified Ludzack-Ettinger process utilizing anoxic basins and oxidation ditches. The Gibson Place Utility Company WWTP is a 2.0 mgd advanced wastewater treatment plant currently being constructed to serve The Villages. The plant is being designed for easy expansion to 4.0 mgd. Halff is providing design, permitting, and construction administration services. This project is fast-tracked for The Villages due to the rapid pace of development (3,000 homes are constructed annually).

Halff started the Phase II design when Phase I was nearing completion to accommodate the fast-tracked schedule. The WWTP consists of:

- Headworks with fine screening
- Equalization/surge basin with jet aeration mixing
- Five-stage Bardenpho biological process for nitrogen and phosphorus removal (Ovivo Oxidation Ditch)
- Secondary clarification
- Disc filtration
- Disinfection utilizing chlorine gas
- Reclaimed water storage and high service pumping
- Rapid infiltration basins for wet weather disposal

Size: 4 mgd

Completed: Phase 1: 2023;
Phase 2: 2025 (est.)

Cost: Phase 1: \$48 million; Phase 2: \$21 million

Change Order(s): 0

Scope: Civil engineering, wastewater engineering, regulatory compliance, feasibility studies, construction administration, CADD design

Key Staff

Rob Ern, PE, DBIA
Michael Scullion, PE, BCEE, DBIA
Troy Mitchell, PE

Reference

Trey Arnett
1038 Lake Sumter Landing
The Villages, FL 32162
352.753.4747
trey.arnett@vikuswater.com

Groveland Eagle Ridge/Silver Eagle Improvements

City of Groveland | Groveland, FL



Eagle Ridge Phase 3 – The City of Groveland has two wastewater treatment plants located seven miles apart. Due to growth patterns in the City, reclaimed water usage was not split evenly between the two service areas serviced by the wastewater treatment plants. The City desired to have the ability to transfer treated reclaimed water from one facility to the other with an interconnection to optimize the usage of the reclaimed water between the two wastewater treatment plants. Halff provided surveying, design, permitting, bidding, and construction oversight for this project, consisting of nearly 7.6 miles of 12-inch reclaimed water transmission main between the two plants. In addition, new pumping facilities were designed and constructed at each plant facility to transfer the reclaimed water between facilities. A 500 GPM-25 horsepower vertical turbine pump was installed at the Sampey WWTP, and one additional 500 GPM-50 horsepower horizontal split-case pump was installed at the Sunshine WWTP, for a total of five pumps.

Silver Eagle Reclaimed Storage Tank – Halff provided engineering services for constructing a new 1.5MG concrete ground storage tank and one additional high-service pump. An as-built site survey at the Silver Eagle site verified existing improvements in the final design and provided all required soil boring locations and elevations. Halff prepared final engineering drawings for the new reclaimed storage tank, which was designed to have the existing and new tanks “float” at the same level. Halff also provided all FDEP permitting and construction oversight.

Size: 1.5MG Ground Storage Tank

Completed: 2018

Cost: \$4,154,084

Change Order(s): 0

Scope: Civil engineering, wastewater engineering, regulatory compliance, feasibility studies, construction administration, CADD design, land surveying

Key Staff

Rob Ern, PE, DBIA

Michael Scullion, PE, BCEE, DBIA

Troy Mitchell, PE

Reference

TJ Fish

156 South Lake Avenue

Groveland, FL 34736

352.429.2141

tj.fish@groveland-fl.gov

Wastewater System Master Plan

City of Leesburg | Leesburg, FL



The wastewater system master plan was utilized by the City for planning the expansion of the existing collection, transmission, and treatment systems, identifying estimated locations and costs for capital expansion components. The results of the master plan aided the City in updating wastewater impact fees, scheduling major wastewater system improvements, assisting in negotiations with potential developers in relation to capital improvements and associated impact fee credits for developer-installed infrastructure.

The wastewater collection and transmission system conditional assessment was coordinated with the City to gather and review existing information and data for major components, maintenance history, pinpoint critical areas in the system, and gain a thorough understanding of the overall condition of the system.

A feasibility study was added to the scope for the disposal of citrus processing effluent from the Cutrale Citrus Juices' plant into the City's Canal Street WWTP System. Halff assessed the available capacity, potential disposal point locations, and additional treatment options. Halff's deliverables included a report detailing alternatives with cost estimates and a recommendation for the most feasible option.

Size: N/A

Completed: 2022

Cost: \$130,812 (fee)

Change Order(s): 0

Scope: Civil engineering, utility master planning, hydraulic modeling, feasibility studies, database & information system development

Key Staff

Rob Ern, PE, DBIA
Michael Scullion, PE, BCEE, DBIA
Troy Mitchell, PE
Bingjie Zhao, PhD, PE

Reference

Cliff Kelsey
1851 Griffin Road
Leesburg, FL 34748
352.728.9786
cliff.kelsey@leesburgflorida.gov

Group 2-3-4 Water Main Replacement

City of Deltona | Deltona, FL



This project included designing the replacement of approximately 10,500 LF of water main pipes in the City of Deltona, Florida. The project included field studies, engineering design, permitting services, and bid services. Most of the existing asbestos cement pipe water mains to be replaced range from 4 to 8 inches in diameter. The City wishes to replace this infrastructure to address frequent pipe breaks and provide adequate pressure and flow to areas having issues with water supply.

The residential neighborhood environment required minimizing disruptions and construction schedule, for which the HDD installation method was selected. Although the City prefers utilizing fusible PVC pipe, HDPE is being considered due to market conditions. Our design considered minimum bending radii for fusible PVC installations and the length of segments were adjusted to minimize access interruptions while the pipe is fused and laid on the ground awaiting installation.

Seven of the project points of connection to existing water mains occur on roads under Volusia County jurisdiction, thus right of way utilization permits applications were submitted to the County. Applications for extension of potable water systems, one per each group, were submitted to the Volusia County Department of Health (DOH). The project included developing technical specifications and costs estimates for each alternative.

Size: 10,600 LF

Completed: September 2023 (est.)

Cost: \$2,200,000 (est.)

Change Order(s): 0

Scope: Civil engineering, wastewater engineering, utility acquisition, feasibility studies, construction administration, CADD design, land surveying

Key Staff

Antonio Serbia, PE, DBIA, ENV SP
 Rob Ern, PE, DBIA
 Michael Scullion, PE, BCEE, DBIA
 Troy Mitchell, PE
 Ross Laguerre, Jr., PE
 Taylor Morgan, EI

Reference

Glenn Whitcomb
 255 Enterprise Road
 Deltona, FL 32725
 386.878.8929
gwhitcomb@deltonafl.gov

Sewer System and Lift Station Rehabilitation

City of Umatilla | Umatilla, FL



Halff created a new hydraulic model of the City's existing wastewater system, including the existing gravity sewer collection system, existing lift stations, and existing force main system, to their point of connection at the City's existing wastewater treatment plant (WWTP) site, to determine capacities in the existing system. Based upon the hydraulic model output, Halff recommended a new capital lift station to serve the northern and eastern portions of the City and convey the flow to the existing plant site, accompanied by a cost estimate.

The hydraulic model was created in Bentley SewerCAD, and an electronic copy of the model was provided to the City, accompanied by applicable hard copies of the input and output. The model utilized existing sewer line data, including rim and invert information provided by the City, as well as historical as-built drawings, lift station runtime data, lift station pump data, WWTP Discharge Monitoring Reports (DMRs) flow data, etc. The modeling exercise allowed the City to identify existing problem areas within the wastewater service area and provide a tool for planning future system improvements.

This project follows a previous Halff effort for the City of Umatilla, under which we utilized smoke testing and CCTV results to make recommendations on lining of gravity sewer lines and manholes in order to reduce excessive I/I. Halff completed that effort in 2019, and the project, which was conducted in two phases, included CIP lining of all existing gravity sewer lines, manhole lining, and replacement of manhole rings and covers, reducing I/I in the system by over 80%.

Size: 7 lift stations; 16,150 LF
8-inch gravity sewer line relined

Completed: 2019

Cost: \$1,073,000

Change Order(s): 1; \$105,500
Project bid was below budget so the one change order included adding a standby generator to the project. No time extension.

Scope: Civil engineering, wastewater engineering, utility master planning, feasibility studies, CADD design

Key Staff

Rob Ern, PE, DBIA
Michael Scullion, PE, BCEE, DBIA
Troy Mitchell, PE

Reference

Aaron Mercer
1 South Central Avenue
Umatilla, FL 32784
352.669.3125
amercer@umatillafll.org

South East Wildwood Water Conservation Authority (SEWWCA) Irrigation, Treatment, and Pump Stations

South East Wildwood Water Conservations Authority | The Villages, FL



Halff provided engineering design services for a total of 12 pump stations (five completed, one in construction, and six in design, to date) utilizing reclaimed water, stormwater and low quality groundwater as sources.

Backup well pumps are variable speed, pumping 1,200 gpm, discharging into lined surface water reservoirs. Well pumps are utilized when sufficient reclaimed or stormwater is not available to meet the irrigation needs of the community. High services pumps withdraw the water from the lined reservoir, and two VFD-controlled 1,000 gpm high service pumps and one VFD controlled 100 gpm jockey pump pressurize the distribution system.

Influent water from the reservoir is screened by intake lake screens. Water is then pumped through wedgewire, scanning screen, self-backwashing filters prior to entering the distribution system. Automatic, liquid chlorination systems are utilized to treat the water prior to discharge into the distribution system.

There will be 13 stations total with five constructed, four under design and five over the next 15-20 years, utilizing the same general design to accommodate future irrigation needs.

Size: 13 Pump Stations; 2,100 gpm

Completed: Various

Cost: \$1,300,000 (each)

Change Order(s): 0

Scope: Civil engineering, regulatory compliance, constructability plan review, construction administration, CADD design, land surveying

Key Staff

Rob Ern, PE, DBIA

Michael Scullion, PE, BCEE, DBIA

Troy Mitchell, PE

Reference

Trey Arnett

1038 Lake Sumter Landing

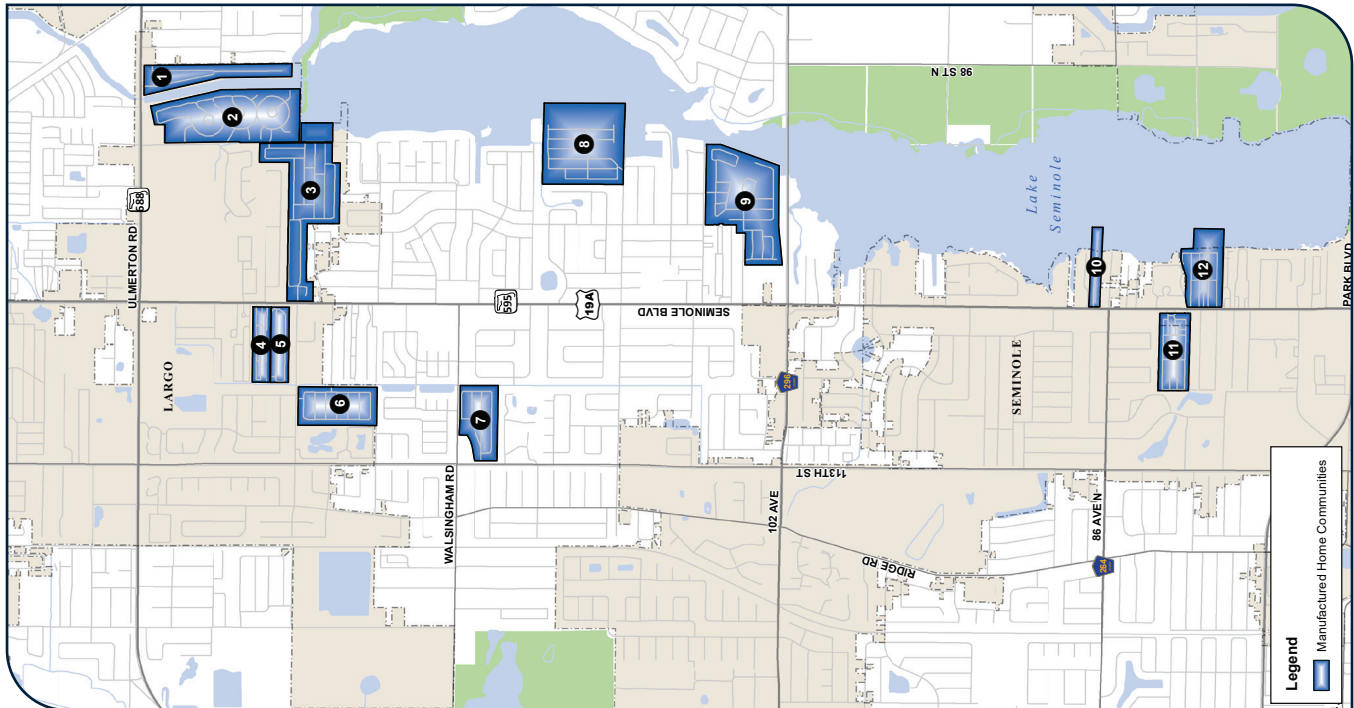
The Villages, FL 32162

352.753.4747

trey.arnett@vikuswater.com

Restore Act Wastewater Collection System Improvements

Pinellas County | Pinellas County, FL



Pinellas County is located on the west coast of Florida and boasts the most densely populated county in Florida. Pinellas County is a mostly built-out urban county, and the majority of the County’s wastewater is collected and treated by a regional wastewater system. I&I are problems throughout the Pinellas County Wastewater Collection System, causing sewer overloading, Sanitary Sewer Overflows (SSOs), and efficiency reduction of treatment facilities. Many older wastewater collection systems that include MHCs, have deteriorating systems that may include leaking pipes and manholes, and illegal connections to the wastewater system including swimming pools, storm and roof drains. These systems are potential contributors of I&I and this project will eliminate these contributions.

The County proposes to completely replace the private collection systems and sewer laterals connected to the individual homes, clubhouses and offices of the MHC communities. The County will negotiate with the private MHC owners and obtain access agreements and permanent easements to construct and maintain this new infrastructure.

Size: 14 communities

Completed: December 2023 (est.)

Cost: Various (est. \$2,049,452)

Change Order(s): 0

Scope: Civil engineering, CADD design, regulatory compliance, constructability plan review, construction administration

Key Staff

Antonio Serbia, PE, DBIA, ENV SP
 Tamara Miranda-Juarbe, PE
 Ross Laguerre, Jr., PE
 Taylor Morgan, EI
 Rodney Rackley, II, PE

Reference

Tom Menke, PE
 14 South Fort Harrison Avenue
 Clearwater, FL 34616
 727.282.6240
 tmenke@pinellas.gov

ORGANIZATIONAL CHART

The organizational chart below illustrates those key team members we anticipate being heavily involved in those tasks/disciplines. These individuals were selected as key staff members not only because of their experience working on similar projects, but because they have worked on similar projects as a team in the past. The Halff team prides itself on our ability to provide all the required resources to deliver a successful project. While those who are anticipated to be involved are shown below, we also provide a greater network of over 1,400 professionals that we may rely on to maintain budget, schedule, provide fresh eyes during the QA/QC process, and provide a fresh perspective to achieve a no-stone-unturned approach to this project.

LEGEND

- 1 Halff
- 2 Electrical Design Associates, Inc.
- 3 Wekiva Engineering, LLC
- 4 Tierra, Inc.
- 5 Andreyev Engineering, Inc.
- 6 GovRates
- 7 The Valerin Group, Inc.

POLK COUNTY



Technical Staff

**Wastewater Treatment & Collection/
Biosolids Management**
Michael Scullion, PE, BCEE, DBIA^{1*}

Utility Master Planning & Hydraulic Modeling
Troy Mitchell, PE^{1*}

Water Treatment
Bingjie Zhao, PhD, PE^{1*}

Water Distribution
Ross Laguerre, Jr., PE^{1*}

Regulatory Compliance & Permitting
Tamara Miranda-Juarbe, PE^{1*}

Civil Engineering
Brett Tobias, PE¹

Architectural Services
Marjorie Weibe-Reed, AIA, NCARB, NCIDQ¹

Land Surveying
Suzanne Osborne, PSM¹

Subsurface Utility Engineering
Craig Polifrone¹

Construction Administration and Observation
John Riggs¹

Utility Environmental Affairs
Drew Sanders¹

CADD Design Capabilities
Chris Williams¹

GIS Analysis & Database Maintenance
Arielle Mundy¹

Grant Funding and Analysis
Lisa King, GPC¹
Bryan Mantz, CMC, CGFM⁶

Structural Engineering
David Morris, PE³

Public Involvement
Alice Ramos⁷
Christine Girardin⁷
Tiffani McClain⁷

Geotechnical Engineering
Marc Novak, PhD, PE⁴
Daniel Ruel, PE⁴

Hydrogeology
Ray Jones, PE^{5*}

Electrical Engineering
Michael Cahill, PE, LEED AP^{2*}

*Key staff members



ROLE

Project Manager

CURRENT POSITION

Water/Wastewater Team
Leader

EXPERIENCE

29 years

EDUCATION

BS, Civil Engineering,
University of Puerto Rico

REGISTRATION

Professional Engineer:
FL # 55828

DBIA# 3779

ENV SP# 24807

Antonio Serbia, PE, DBIA, ENV SP

Antonio has extensive engineering experience working for diverse private and public projects in Florida and Puerto Rico. Recent experience includes serving as Water and Wastewater Team Leader in our Tampa office, assisting municipalities and counties in water/wastewater and general municipal engineering projects. He also served as the Program Manager of Capital Improvements Programs involving multidisciplinary projects related to water and wastewater infrastructure. Antonio's nearly three decades of multidisciplinary infrastructure engineering experience enables him to serve his clients with valuable solutions and results.

REPRESENTATIVE PROJECT EXPERIENCE

Group 2, 3, & 4 Water Main Replacement, Deltona, FL.

Project Manager responsible for leading the team in replacing aging water mains and upgrading lines that were too small to provide proper fire protection. The scope of work included survey, design, permitting, and construction administration services for the replacement of approximately 10,600 LF of piping.

Force Main Replacement and Water Main Design, Newberry, FL.

Project Manager for the design of a 4-inch force main replacement and a new 12-inch water main extension for the City. An existing 4-inch force main was replaced with a 6-inch force main with an approximate length of 1,300 LF. The project also included a new 12-inch water main of approximately 1,000 LF.

Pinellas Manufactured Home Communities (MHC) Wastewater Improvements, Pinellas County, FL.

Project Manager for this project involving identifying and reducing sources of domestic wastewater and infiltration and inflow (I&I) within specified MHCs. The MHC's failing wastewater collection and conveyance systems are causing periodic sanitary sewer overflows. The County is upgrading the private wastewater collection system infrastructure in 14 MHCs, which includes more than 2,400 homes, connecting to the new County-owned wastewater collection systems. More than 60,000 LF of gravity sewer mains, 150 manholes, two wastewater pump stations, and 90,000 LF sewer laterals are incorporated into this system.

Force Main Replacement Program, Pinellas County, FL.

Project Manager responsible for assisting with hydraulic modeling, subsurface utility engineering, permitting, engineering design, and bid phase construction services for the design for replacing several force mains due to line breaks, aging facilities, and increasing capacity. Projects under this program include Forelock Road, 53rd Avenue North, Duhme Road, and 54th Avenue North Force Main Replacements. The total combined length of replaced pipe for these projects is approximately 13,000 LF varying from 16 to 24 inches in diameter, installed via horizontal directional drill and open cut methods.



ROLE

Principal-in-Charge

CURRENT POSITION

Water/Wastewater Deputy
Practice Leader

EXPERIENCE

29 years

EDUCATION

BS, Civil Engineering,
University of Central Florida

REGISTRATION

Professional Engineer:
FL # 54013

Qualified Stormwater
Management Inspector:
No. 29648

DBIA # D-413

Rob Ern, PE, DBIA

Rob has completed over 100 water and wastewater pipeline projects in Florida, including the design of over 400,000 LF of collection and distribution infrastructure in the last five years. He also has extensive knowledge of permitting through various agencies, including FDEP and FDOT. In addition, Rob brings extensive grant application development and funding experience having assisted various clients in receiving more than \$19.4M in grants and \$52M in loans.

REPRESENTATIVE PROJECT EXPERIENCE

SR 46 Utility Design, Mount Dora, FL.

Principal-in-Charge and EOR responsible for assisting the City of Mount Dora with detailed design drawings for the construction of a new 16-inch water line, 16-inch reclaimed water line, dual 8-inch and 16-inch force mains, and a 12-inch gravity sewer constructed within the FDOT right of way. The fast-track design was completed in three months to allow the construction to be completed prior to FDOT beginning their construction. The project consisted of 37,300 LF of pipeline.

Eagle Ridge Phase III Reclaimed Water Main, Groveland, FL.

Principal-in-Charge and EOR responsible for the oversight of the transfer of treated reclaimed water via an interconnection to two facilities to optimize usage of the reclaimed water between two wastewater treatment plants. The team provided surveying, design, permitting, bidding, and construction oversight. The project included 41,000 LF of 12-inch reclaimed water transmission main, and five pumps. The SJRWMD cost-share program grant contributed \$1.2M towards the project cost.

SSU/SEWWCA Water, Wastewater, and Reclaimed Water Mains, Phase 1-3, The Villages, FL.

Principal-in-Charge and EOR responsible for the pipeline design that increases in diameter the closer the pipes get to the water treatment plant due to more capital lift stations pumping into the pipelines, and also to allow for anticipated future capital lift stations to pump into the system. The project included 5,200 LF of water main, 59,900 LF of reclaimed water main, and 46,600 LF of wastewater force main.

Group 2, 3, & 4 Water Line Replacement, Deltona, FL.

Principal-in-Charge responsible for replacing aging water main pipes and upgrades lines that are currently too small to provide proper fire protection. Halff is providing survey, design, permitting and construction administration services for the replacement of approximately 10,600 LF of piping.

Waterbrooke Lift Station and Utility Lines, Clermont, FL.

Principal-in-Charge for the design and construction of utility improvements to serve the new Waterbrooke subdivision and offsite utility customers. Halff provided design for a new capital lift station, capital water main, capital force main and reclaimed main, and provided permitting, construction bid documents, and administration services. The force main included 11,400 LF of 24-inch pipe.



ROLE

Deputy Project Manager/
Wastewater Treatment &
Collection/
Biosolids Management

CURRENT POSITION

Team Leader

EXPERIENCE

17 years

EDUCATION

MS, Civil and Environmental
Engineering, Ohio State
University

BS, Civil and Environmental
Engineering, Ohio State
University

REGISTRATION

Professional Engineer:
FL # 70753

DBIA# D4013

Michael Scullion, PE, BCEE, DBIA

Michael brings over 168,000 LF of Florida pipeline experience, including projects within FDOT rights of way. Michael has assisted with \$19M in funding assistance for water and wastewater projects within Florida. He will bring his proven project management experience to lead the team to the most creative cost-efficient solution.

REPRESENTATIVE PROJECT EXPERIENCE

SR 46 Utility Design, Mount Dora, FL.

Project Manager responsible for leading the detailed design drawings for the construction of a new 16-inch water line, 16-inch reclaimed water line, dual 8-inch and 16-inch force mains, and 12-inch gravity sewer constructed within the FDOT right of way. The fast-track design was completed in three months to allow the construction to be completed prior to FDOT beginning their construction.

SR 50 Water Main Replacement, Mascotte, FL.

Project Manager responsible for assisting with the replacement and/or upgrades to the distribution system that was experiencing water main breaks. The upgrades were to enhance reliability, system pressure, and fire flows. The project included 13,000 LF of 6-inch to 12-inch water main that was replaced and/or upgraded. Halff provided utility locations, survey, utility engineering design, permitting, construction bid documents, construction administration, and sketch and legal of descriptions.

CR 468 Utility Extension, The Villages, FL.

Project Manager responsible for assisting in the support of future development in The Villages. The project included 12,575 LF of 6-inch, 8-inch, and 12-inch force main, 11,781 LF of 12-inch and 16-inch water main, 7,000 LF of 16-inch reclaimed main, and 9,017 LF of 8-inch and 12-inch irrigation main constructed along Sumter CR 468.

Waterbrooke Lift Station and Utility Lines, Clermont, FL.

Project Manager for the design and construction of utility improvements to serve the new Waterbrooke subdivision and offsite utility customers. Halff provided design for a new capital lift station, capital water main, capital force main and reclaimed main, and provided permitting, construction bid documents, and administration services. The force main included 11,400 LF of 24-inch pipe.

SSU/SEWWCA) Phases 1-3, Water, Wastewater, and Reclaimed Water Mains, The Villages, FL.

Project manager for this project which addressed the growth and subsequent additional water demands in the area. Halff provided design, permitting, survey, and construction administration services for Phases 1-3. The design required the pipelines to increase in diameter as they get closer to the WTP due to more capital lift stations pumping into the pipelines, and also to allow for anticipated future capital lift stations to pump into the system. Total LF breakdown: 5,200 LF of water main (12-inch to 16-inch), 59,900 LF of reclaimed water main (12-inch to 24-inch), and 46,600 LF of wastewater force main (16-inch to 36-inch).



ROLE

Utility Master Planning &
Hydraulic Modeling

CURRENT POSITION

Senior Civil Engineer

EXPERIENCE

28 years

EDUCATION

BS, Environmental
Engineering, University of
Central Florida

REGISTRATION

Professional Engineer:
FL # 60190

Qualified Stormwater
Management Inspector:
No. 29647

Troy Mitchell, PE

Troy has contributed to more than 217 utility projects in the past two decades, and has overseen hundreds of miles of water and wastewater pipeline design. In addition to bolstering an impressive portfolio of water collection, transmission, and distribution projects, he also has extensive experience providing hydraulic modeling, cost estimating, permitting, grant compliance, specification writing, and bidding services.

REPRESENTATIVE PROJECT EXPERIENCE

Water Line Distribution Improvements, Umatilla, FL.

Project Manager responsible for providing FDEP permitting, project specifications, bidding assistance, construction management, all necessary final certifications, and grant administration services. Halff conducted a route survey of proposed routes and established rights of way, and located all existing above and below grade utility improvements along all proposed routes. Total length of all roadways was 43,000 LF.

Capital Water Main Extension to The Villages, Pine Ridge Dairy Road, Fruitland Park, FL.

Project Manager responsible for assisting with the 43,000 LF water line extension to serve the Villages of Fruitland Park for permitting, project specifications, bidding assistance, construction management, and grant administration services. The team conducted a route survey of proposed routes and established rights of way, and located all existing above and below-grade utility improvements along all proposed routes.

Potable Water System Hydraulic Analysis, Fruitland Park, FL.

Project Engineer responsible for assisting the City in growth planning, created a water system hydraulic model of the City's existing water system, and conducted modeling for anticipated growth for proper capital improvements planning. The Master Plan projected population growth, water demands, wastewater flows and loadings, with specific recommendations for required expansions to the City's water and wastewater infrastructure for a twenty-year period.

South Sumter Utility (SSU)/South East Wildwood Water Conservation Authority (SEWWCA) Phases 1-3, Water, Wastewater, and Reclaimed Water Mains, The Villages, FL.

Project engineer for this project which addressed the growth and subsequent additional water demands in the area. Halff provided design, permitting, survey, and construction administration services for Phases 1-3. The design required the pipelines to increase in diameter as they get closer to the WTP due to more capital lift stations pumping into the pipelines, and also to allow for anticipated future capital lift stations to pump into the system. Total LF breakdown: 5,200 LF of water main (12-inch to 16-inch), 59,900 LF of reclaimed water main (12-inch to 24-inch), and 46,600 LF of wastewater force main (16-inch to 36-inch).



Bingjie Zhao, PhD, PE

Bingjie has water treatment processes encompassing site and source water selection, treatment facility layout, capacity calculations, pump station design, pipeline layout, construction management and facility operations and maintenance recommendations.

REPRESENTATIVE PROJECT EXPERIENCE

Group 2, 3, & 4 Water Line Replacement, Deltona, FL.

Engineer responsible for assisting with replacing aging water mains and upgrading lines that are currently too small to provide proper fire protection. The scope of work includes survey, design, permitting, and construction administration services for the replacement of approximately 10,600 LF of piping.

Sunburst Lane Water Treatment Plant Improvements, Clermont, FL.

Project Manager responsible for preparing the preliminary design report, permit application, and project technical specifications for Sunburst Lane WTP improvements. The scope included the construction of a new 2.0 MGD ground storage tank, pH adjustment system, and yard piping modifications. Halff provided project administration services, surveying, environmental and geotechnical investigations, final design, permitting, bidding assistance and construction administration services.

Seven Springs Wastewater Treatment Plant, FGUA, FL.

Project Manager responsible for evaluating the possibility of replacing the existing grit removal system and current alternative technologies. She prepared a conceptual opinion of construction cost and operation and maintenance annual cost. This project involved providing an overview of the existing grit removal system, evaluating the possibility of the replacement and current alternative grit removal technologies, identifying and developing recommended improvements from the evaluated options, and preparing a conceptual opinion of construction cost and operation and maintenance annual cost.

Gibson Place Utility Wastewater Treatment Plant, The Villages, FL.

Task Leader responsible for assisting with the design, permitting and construction administration services for a new 2.0 MGD wastewater treatment plant to serve The Villages. The project is being initially constructed as a 2.0 MGD facility with capabilities for expansion to 4.0 MGD to accommodate anticipated future growth in the service area.

City of Leesburg Wastewater System Master Plan, Leesburg, FL.

Task Leader responsible for assisting with the wastewater system master plan utilized by the City for planning the expansion of the existing collection, transmission, and treatment systems, identifying estimated locations and costs for capital expansion components. The results of the master plan aided the City in updating wastewater impact fees, scheduling major wastewater system improvements, assisting in negotiations with potential developers in relation to capital improvements and associated impact fee credits for developer-installed infrastructure.

ROLE
Water Treatment

CURRENT POSITION
Project Manager

EXPERIENCE
13 years

EDUCATION
PhD, Environmental Engineering, University of Central Florida

MS, Environmental Engineering, Harbin Institute of Technology

BS, Water Supply and Drainage, Harbin Institute of Technology

REGISTRATION
Professional Engineer:
FL # 83261



ROLE

Water Distribution

CURRENT POSITION

Civil Engineer

EXPERIENCE

6 years

EDUCATION

BS, Civil Engineering, Florida
Gulf Coast University

REGISTRATION

Professional Engineer:
FL # 94364

Ross Laguerre, Jr., PE

Ross is a project manager with six years of experience in water and wastewater engineering. Ross is knowledgeable in designing sanitary collection systems, hydraulic modeling, pressure pipe design, lift station design, and is certified by NASSCO.

REPRESENTATIVE PROJECT EXPERIENCE

Group 2, 3, & 4 Water Line Replacement, Deltona, FL.

Engineer responsible for assisting with replacing aging water mains and upgrading lines that are currently too small to provide proper fire protection. The scope of work includes survey, design, permitting, and construction administration services for the replacement of approximately 10,600 LF of piping.

Pinellas Manufactured Home Communities (MHC) Wastewater Improvements, Pinellas County, FL.

Project Engineer for this project involving identifying and reducing sources of domestic wastewater and infiltration and inflow (I&I) within specified MHCs. The MHC's failing wastewater collection and conveyance systems are causing periodic sanitary sewer overflows. The County is upgrading the private wastewater collection system infrastructure in 14 MHCs, which includes more than 2,400 homes, connecting to the new County-owned wastewater collection systems. More than 60,000 LF of gravity sewer mains, 150 manholes, two wastewater pump stations, and 90,000 LF sewer laterals are incorporated into this system.

FGUA/Amelia Island Sanitary Sewers Rehab, Longwood, FL.

Engineer responsible for assisting on the comprehensive engineering analysis of the county-owned sanitary sewer system within the specified boundaries of Amelia Island to establish the basis of design for system renovations. This project also included the development of Engineer's cost estimates for the proposed system improvements.

Foundry/Lakeside Station - Phase III, Plant City, FL.

Engineer responsible for assisting with design services for a multi-use warehousing and residential subdivision. The project involved the design of site, roadway, stormwater improvements, water distribution, wastewater collection, and transmission systems.

Force Main Replacement Program, Pinellas County, FL.

Project Engineer responsible for assisting with hydraulic modeling, subsurface utility engineering, permitting, engineering design, and bid phase construction services for the design for replacing several force mains due to line breaks, aging facilities, and increasing capacity. Projects under this program include Forelock Road, 53rd Avenue North, Duhme Road, and 54th Avenue North Force Main Replacements. The total combined length of replaced pipe for these projects is approximately 13,000 LF varying from 16 to 24 inches in diameter, installed via horizontal directional drill and open cut methods.



Tamara Miranda-Juarbe, PE

Tamara is a Project Manager with over eight years of engineering experience working in different public projects in Florida, Illinois, and Puerto Rico. She has experience as a Design Manager overseeing the operations and coordination in the review of utility projects on behalf of the Chicago Department of Water Management. She has also worked as a Water Main Designer and a Construction Management Professional, giving her an extensive experience in civil engineering across projects and operations.

REPRESENTATIVE PROJECT EXPERIENCE

Restore Act Wastewater Collection System Improvements, Pinellas County, FL.

Project Engineer responsible for assisting with the identification and reduction of sources of domestic wastewater and infiltration and inflow (I&I) within specified MHCs. The MHC's failing wastewater collection and conveyance systems are causing periodic sanitary sewer overflows. The County is upgrading the private wastewater collection system infrastructure in 14 MHCs, which includes more than 2,400 homes, connecting to the new County-owned wastewater collection systems. More than 60,000 LF of gravity sewer mains, 150 manholes, two wastewater pump stations, and 90,000 LF sewer laterals are incorporated into this system.

Chicago Department of Water Management, Chicago, IL.

Tamara worked at the CTR Joint Venture as a Water Main Designer and later Force Account Design Manager for the Chicago Department of Water Management (CDWM) for over five (5) years. Her role included the designed over 12 miles per year of water mains and layouts for the CDWM, confirming compliance with Illinois Environmental Protection Agency (IEPA) and CDWM regulations. She also conducted the revision of specifications for the bidding of documents for Term Agreement contracts and provided assistance to CDWM during the requisition and bidding process, including responses to RFI's.

Force Main Replacement Program, Pinellas County, FL.

Project Manager responsible for assisting with hydraulic modeling, subsurface utility engineering, permitting, engineering design, and bid phase construction services for the design for replacing several force mains due to line breaks, aging facilities, and increasing capacity. Projects under this program include Forelock Road, 53rd Avenue North, Duhme Road, and 54th Avenue North Force Main Replacements. The total combined length of replaced pipe for these projects is approximately 13,000 LF varying from 16 to 24 inches in diameter, installed via horizontal directional drill and open cut methods.

ROLE

Regulatory Compliance & Permitting

CURRENT POSITION

Project Manager

EXPERIENCE

8 years

EDUCATION

MS, Civil Engineering,
Polytechnic University of
Puerto Rico

BS, Civil Engineering,
University of Puerto Rico at
Mayaguez

REGISTRATION

Professional Engineer:
IL # 062073174



Bill Dorman, PE

Bill, a senior project manager with Halff, has extensive experience in planning, design, construction and operation of water and wastewater systems for both the public and private sectors. His experience includes working with public works and county sanitary engineering departments and with engineering consultants as a resident engineer, project engineer, operation consultant and project manager. As Canal Fulton City Engineer, he was responsible for site plan review and technical oversight of all engineering and construction projects, technical consultation to the Planning Commission, and a member of the Historic Preservation Committee.

ROLE

QA/QC Manager

CURRENT POSITION

Senior Project Manager

EXPERIENCE

47 years

EDUCATION

BS, Civil Engineering, Georgia
Institute of Technology

REGISTRATION

Professional Engineer:
FL # 87221

REPRESENTATIVE PROJECT EXPERIENCE

Water & Wastewater Master Plan, Umatilla, FL.

Project Engineer responsible for preparing both the Water and Wastewater Master Plans for the City as well as a systemwide hydraulic model of the City's water system. The Master Plans projected population growth, water demands, wastewater flows and loading with specific recommendations for required expansion to the City's water and wastewater infrastructure for 20 years. Halff also prepared the Water and Wastewater Impact Fee Studies to determine appropriate impact fees to promote the construction of the required capital facilities throughout the City.

Sunburst Lane Water Treatment Plant Improvements, Clermont, FL.

Project Engineer responsible for the construction of two new well houses, installation of new well pumps for the lower Floridan wells, construction of a new 2.0 MGD ground storage tank, pH adjustment system, and yard piping modifications. Halff provided project administration services, surveying, environmental and geotechnical investigations, final design, permitting, bidding assistance and construction administration services.

Seven Springs Grit Removal Design, FGUA, FL.

Engineer for the design of a new 2.0 mgd grit removal system. The existing grit removal system had exceeded its useful life and needed a capacity increase to meet current permitted WWTP capacity and peak flows. Halff provided the design of a new 2.0 mgd grit removal system that included new Pista Grit process equipment to replace the aged grit removal equipment.

Gibson Place Utility Wastewater Treatment Plant, The Villages, FL.

Task Leader responsible for writing the O&M manual for the 2.0 mgd wastewater treatment plant to serve The Villages. The project is being initially constructed as a 2.0 mgd facility with capabilities for expansion to 4.0 mgd to accommodate anticipated future growth in the service area. This is a fast-tracked project due to the rapid pace of development in the service area. The facility consists of fine screening, flow equalization, a modified Ludzack-Ettinger process consisting of anoxic zones in front of oxidation ditches, secondary clarification, disk filtration, chlorine gas disinfection, aerobic sludge holding, belt filter press dewatering, rapid infiltration basins, and reclaimed water ground storage tanks and high service pumping.

SUBCONSULTANTS



Electrical Design Associates, Inc. (EDA) Electrical

EDA is a consulting engineering firm specializing in electrical and instrumentation design for water and wastewater facilities. They are a **Certified Minority Business Enterprise** that provides consulting engineering services primarily to the public sectors.

EDA's staff includes registered electrical engineers, instrumentation designers, designer/cadd technicians, and field supervisors. Their team's electrical experience includes electrical and instrumentation system designs for industrial plants, specifically water and wastewater treatment facilities located throughout Florida.

EDA's instrumentation systems design experience includes SCADA and PC based systems, as well as numerous traditional plant monitoring and control panel designs. Their design experience encompasses computer/PLC controlled systems utilizing SCADA based systems for interfacing to remote locations, as well as hard wired relay controlled custom solutions.



Wekiva Engineering, LLC (Wekiva) Structural Engineering

Wekiva provides structural engineering services to an

array of industry sectors which include water and wastewater facilities, solid waste facilities, and commercial buildings. Their highly experienced and talented engineers have been providing cost-effective solutions and exceptional results for clients throughout the Southeastern United States. Wekiva's experience also allows them to solve engineering problems with simplicity and innovation. They are very proficient in the various applicable design and building codes allowing them to apply effective and proper solutions early in the design stage. In addition, their engineers frequently work with contractors providing value engineering ideas and solutions. This allows them to be intimately involved with the entire process of a structures' evolution from conception to final construction activities.



Tierra, Inc. (Tierra) Geotechnical Engineering

Tierra is a full-service consulting geotechnical, environmental, and construction materials testing engineering firm that was formed with the intent of building upon the many years of combined experience of their founding principals. Tierra's staff of nearly 200 professionals includes principal engineers and technicians certified through CTQP, ACI and state programs with five to more than 30 years of experience in contamination assessments, geotechnical, construction, laboratory and field materials testing, and inspection services. Tierra is a Florida Statewide **Certified Minority Business Enterprise**.



Andreyev Engineering, Inc. (AEI) Hydrogeology

AEI has nearby locations in Sanford, Clermont, and The Villages, offering ease of access to the project site. AEI has been providing geotechnical services to Florida municipalities for more than 28 years and has an excellent working relationship with Halff, having completed hundreds of utility projects together.



GovRates Funding Analysis

GovRates is an exceptionally qualified utility, financial, rate, and management consulting firm that primarily serves governments. As a **certified woman-owned business** they have provided consulting services in many states as well as in Puerto Rico, the U.S. Virgin Islands, and Canada. Many utilities have recognized the value and expertise they provide. For example, the City of Seward, Alaska has not updated their utility rates since 1993 and has trusted GovRates with performing an extensive customer classification analysis and rate study. They recently performed utility rate work for the City of Flint, Michigan, which has had substantial water issues. GovRates has established a reputation for providing exceptional value and the highest-quality deliverables to their clients.



**The Valerin Group, Inc.
(Valerin)
Public Involvement**

Valerin, a full-service, **certified woman-owned** communications firm specializes in public involvement, community outreach, graphic design, website and mobile app development, visualizations, video/audio production, aerial drone imagery, and translation services. In business since 2006, Valerin has 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).** In addition, Valerin received Tampa Bay's **PRestigious Award for Community Relations** for Hillsborough County's North Palm River Drinking Water Design-Build.





ROLE

Hydrogeology

CURRENT POSITION

Vice President | Andreyev
Engineering, Inc.

EXPERIENCE

26 years

EDUCATION

BS, Civil Engineering

REGISTRATION

Professional Engineer:
FL # 58079

Ray Jones, PE

Ray is currently a Vice President of Andreyev Engineering Inc., where his duties include overall office, project and staff management, client development, client relations, and all aspects of project engineering. He has successfully managed numerous geotechnical and hydrogeologic studies throughout the state of Florida in the areas of groundwater analysis, water supply planning and design, consumptive use permitting, materials testing and geotechnical engineering.

Ray's typical geotechnical projects include a wide variety of residential, commercial, industrial, roadway, landfill, and mining projects in both the public and private sectors. Ray has worked on low to high rise structures involving a variety of foundation types, wastewater and water treatment plants, large tower and tank structures, bridges, large-scale developments, pipelines, multi-lane roads using various pavement section materials, landfills, and lined and un-lined ponds. Typical sinkhole projects include evaluation of residential, commercial, and municipal sinkhole claims in accordance with State requirements, using conventional and geophysical tools including GPR, ERI, and Seismic methods to evaluate subsurface conditions, evaluation of structural collapses associated with sinkhole activity and providing recommendations for repairs of structures affected by sinkhole activity. His engineering work includes field tech supervision, coordination, analysis, and report preparation of over 500 geotechnical and hydrogeologic projects.

REPRESENTATIVE PROJECT EXPERIENCE

City of Deltona, Eastern Water Reclamation Facility, Deltona, FL.

This project included preparation of a load testing plan to substantiate an increased disposal capacity, by preparing a full-scale load test plan, receiving approval from FDEP, and carrying out the installation of monitoring devices and coordinating with City staff, to complete a one year load test of the RIBs. In addition, following the load testing of the RIBs, groundwater modeling of the RIBs Site was completed by set-up and calibration of a groundwater model to simulate the results of the load test, after the groundwater model had been calibrated, trial and error modeling was performed to determine the optimum site disposal capacity. This study was utilized as assurance to FDEP of the increased disposal capacity of the RIB site.

City of Deltona, Consumptive Use Permitting Assistance, Deltona, FL.

Task Leader responsible for assisting with the prior consumptive use permit renewals, providing groundwater modeling, and impact assessment evaluations to demonstrate the City's need and supporting information that requested groundwater withdrawals could be met without impacting adjacent legal users, wetlands, or spring flows.



ROLE

Electrical

CURRENT POSITION

Senior Electrical Engineer |
Electrical Design Associates,
Inc.

EXPERIENCE

18 years

EDUCATION

BS, Electrical Engineering

REGISTRATION

Professional Engineer:
FL # 70837

Leadership in Energy and
Environmental Design
Accredited Professional

Michael Cahill, PE, LEED AP

Michael has over 18 years of experience in power distribution design and construction services for environmental, industrial, and commercial facilities. He provides all aspects of power distribution design and construction service including medium and low voltage distribution design, electrical master planning, short circuit and protective device coordination studies, arc flash hazard evaluations and mitigation, LEED building certification and design services, and construction services.

REPRESENTATIVE PROJECT EXPERIENCE

W.E. Dunn Off-Site Reclaimed Pump Station Improvements, Pinellas County, FL.

Electrical Engineer responsible for providing the electrical and instrumentation design, including the preliminary engineering, design, permitting and construction administration services for upgrading the pump station to meet current and future demands, which includes replacing five vertical turbine pumps, four automatic strainers on the discharge side of the pump station, the existing in-plant RCW flow meter, Installation of RCW recirculation piping from the pump station to the existing pond and/or pump station wetwell, replacement of electrical switchgear, motor control centers (MCCs) and Variable Frequency Drives (VFDs), and Supervisory Control and Data Acquisition (SCADA) improvements including a new Local Control Panel with a Programmable Logic Controller.

Water Conservation I WRF Expansion DCP Preconstruction Services, Orlando, FL.

Electrical Engineer responsible for providing electrical and instrumentation preliminary design for the referenced project. The scope of work included providing support as the electrical and I&C technical design criteria engineer with regard to the following components: headworks; biological nutrient removal; hydraulics, flow channel, piping and splitter box; automation; and electrical system.

Water Conservation II WRF Equalization Pump Station Improvements, Orlando, FL.

Electrical Engineer responsible for providing preliminary design services for the Conservation II WRF EQ Pump Station Improvements. The general elements of the preliminary design included replacing the existing EQ pumps with dry pit submersible pumps, providing pump motors close-coupled to the pump to replace the existing long-shaft driven pumps, replacing existing suction and discharge valves and check valves, and electrical improvements for the components being modified; Instrumentation and Control (I&C) improvements for the components being modified.



ROLE

Geotechnical Engineer

CURRENT POSITION

Senior Geotechnical Engineer
| Tierra, Inc.

EXPERIENCE

27 years

EDUCATION

PhD, Civil Engineering
MS, Civil Engineering
BS, Electrical Engineering

REGISTRATION

Professional Engineer:
FL # 67431

Marc Novak, PhD, PE

Marc has been working in the field of geotechnical and materials engineering since 1996 when he interned as a field and laboratory technician while pursuing his B.S. in Civil Engineering. Upon graduation in 1999, Marc pursued a M.S. degree in geotechnical engineering, studying the effects of lateral impact loads on bridges. Upon receiving a four-year Alumni Fellowship to continue doctoral research at the University of Florida, Marc's research focused on pavement mechanics specializing in Superpave asphalt pavement. His technical expertise includes soil-structure interaction, remediation of reclaimed mine soils, soft-soil embankment modeling, dam construction, laboratory testing and pavement engineering.

REPRESENTATIVE PROJECT EXPERIENCE

Christina Watershed Management Plan, Polk County, FL.

Geotechnical Engineer for this project that consisted of improving water quality and associated stormwater improvements within the Christina Watershed area of the Loyce E. Harpe Park Reservoir. The improvements included the design and construction of a Flood Attenuation and Detention Facility east of SR 37 and south of Carter Road. A pipeline was proposed to link the existing ditch/swale along Carter Road and SR 37 (outfall) to the neighborhoods to the north (intake area) and a sheetpile weir system was proposed at the northern end of Clark Lake. Marc conducted a preliminary evaluation of the soils encountered along portions of the project and presented geotechnical considerations associated with constructing a berm through previously mined lands.

Adell Road Bridge, Polk County, FL.

Geotechnical Engineer for this project that consisted of the design and construction of a bridge structure to replace the existing one-lane bridge on Adell Road over an access canal with a three-sided box culvert bridge. Within the vicinity of the existing bridge, the canal banks were protected by retaining walls to prevent erosion at the bridge abutments. In addition to the bridge retaining walls at the bridge abutments, there was an existing retaining wall located on the SE side of the subject bridge that also required replacement. Marc provided geotechnical input for the design and construction of the new bridge structure and retaining wall replacement.

90th and 100th Way Drainage Improvements, Pinellas County, FL.

Senior Geotechnical Engineer for this project that consisted of the design and construction of improved outfall and drainage systems along portions of 100th Way and the Pinellas Trail and an enlargement of an existing pond in Pinellas County. The drainage improvements (new pipes) will be installed through open trench cut methods. Marc provided geotechnical engineering recommendations to support the project.



Bryan Mantz, CMC, CGFM

Bryan is the President of GovRates, a rate, financial, and management consulting firm headquartered in Florida that is registered as a Municipal Advisor. He works all over the United States on rate and financial plans for local governments. Bryan has been involved in the development of several utility industry manuals of practice on rates, fees, and charges. He currently serves as Co-Chair of the publications arm of the national Rates and Charges Committee of the American Water Works Association (AWWA). Bryan is also the Vice Chair of the AWWA's Finance, Accounting, and Management Controls Committee. He has written many articles and papers at the forefront of local government rate and financial issues, and two of his papers won the national AWWA Management and Leadership Division Best Paper Award. Bryan is a Certified Management Consultant, a Certified Government Financial Manager, a Series 50-qualified Municipal Advisor Representative, and a Series 54-qualified Municipal Advisor Principal.

ROLE

Financial and Rate Consultant,
Debt Financing Support

CURRENT POSITION

President | GovRates

EXPERIENCE

28 years

EDUCATION

MBA with Honors, Finance,
Rollins College

BS, Economics, University of
Pennsylvania, Wharton School
of Business

BAS, Management and
Technology, University of
Pennsylvania, School of
Engineering and Applied
Science

REGISTRATION

CMC – Certified Management
Consultant, No. 12237146

CGFM, Certified Government
Financial Manager, No. 15636

Series 50-Qualified Municipal
Advisor Representative

Series 54-Qualified Municipal
Advisor Principal

REPRESENTATIVE PROJECT EXPERIENCE

Water/Wastewater Rate Study and SRF Loan Procurement Assistance, City of Fruitland Park, FL.

Project Manager that managed water and wastewater rate study and provided State Revolving Fund (SRF) loan procurement assistance - as a subconsultant to Halff.

Utility Rate Studies and Debt Financing Support, North Port, FL.

Project Manager that managed multiple water and wastewater rate studies, provided SRF loan procurement assistance, and assisted with revenue bond issuance.

Utility Rate Studies and Debt Financing Support, Miramar, FL.

Project Manager that managed multiple water, wastewater, and stormwater rate studies, provided SRF loan procurement assistance, and served as financial feasibility consultant for revenue bond issuance. Currently performing water and wastewater rate study.

Utility Rate Studies and Debt Financing Support, Miami Beach, FL.

Project Manager that managed water and sewer rate study and served as financial feasibility consultant for issuance of water and sewer revenue bonds. Currently performing stormwater rate study as well as water and sewer financial checkup.

Water/Wastewater Rate Study and Debt Financing Support, Town of Longboat Key, FL.

Project Manager that managed multiple water and wastewater utility rate studies, provided SRF loan procurement assistance, and assisted with revenue bond issuance.



David Morris, PE

David has 15 years of experience in the field of structural engineering, where he has been intimately involved during all phases of design and construction for new and existing structures and facilities. In addition, he routinely performs field observations and performs structural evaluations of existing structures. His technical expertise combined with his knowledge and experience of construction practices results in effective and economical designs with exceptional results.

REPRESENTATIVE PROJECT EXPERIENCE

Northwest Regional WWTF Headworks Improvements, Polk County, FL.

Project Structural Engineer of Record for the design of improvements at the headworks structure. The improvements entailed, a new grit unit foundation design, new catwalk to allow access to grit units, as well as miscellaneous pipe supports.

Tampa Bay Water Desalination Facility Intake Connection Improvements, Apaloo Beach, FL.

Project Structural Engineer of Record for the design of an intake structure that connects to the existing effluent discharge tunnel of the Teco Big Bend Station. The design included a new pile supported cast-in-place transfer box that tied into the existing 9'-0" diameter RCP discharge tunnel.

Airport Water Reclamation Facility Phase 3 Expansion, Brooksville, FL.

Structural Project Engineer for the design of an expansion that include a new Step 300'x75' Step-Feed BNR Basin, Disk Filters, and New bypass box addition to the existing Headworks Structure. The design also included design of miscellaneous metals such as platforms, walkways, stairs and pipe supports.

Leesburg Turnpike WWTF Upgrades, Leesburg, FL.

Project Structural Engineer of Record for the design of the plant expansion which included the design of a new SBR basins, Digester Basins, Filters, Decant Pump Station, Transfer Pump Station along with building modifications. The design also included design of miscellaneous metals such as platforms, walkways, stairs and pipe supports.

MacDill AFB Headworks and Grit Improvements, Tampa, FL.

Structural Project Engineer for the design of the improvements of the Headworks/Grit Improvements. The improvements included the construction of new reinforced concrete influent Headworks Structure and independent grit chamber.

ROLE

Structural Engineer

CURRENT POSITION

Principal Engineer | Wekiva Engineering, Inc.

EXPERIENCE

15 years

EDUCATION

MS, Civil Engineering,
University of Central Florida

BS, Civil Engineering,
University of Central Florida

REGISTRATION

Professional Engineer:
FL # 74717



Alice Ramos

With over 22 years of experience working with the public, Alice has been responsible for developing marketing and communication plans; creating and distributing collateral materials; responding to public/customer inquiries; and coordinating and conducting public meetings, workshops, small group meetings, and special events. In addition, Alice is bilingual and translates collateral materials from English to Spanish, and serves as a translator at public meetings and events, when required.

REPRESENTATIVE PROJECT EXPERIENCE

North Palm River Drinking Water Design-Build Project, Hillsborough County, FL.

Lead Public Relations Professional. This project involved the design, permitting, and construction of more than five miles of six-inch and eight-inch diameter pipeline, and the installation of approximately 90 fire hydrants at intervals along the pipeline route. The project provides access to high-quality drinking water and fire protection in this area, so the community can continue to grow and thrive. Connecting to the County’s water was optional, but during the initial one-year connection period, Hillsborough County offers funding support, allowing homeowners to connect with minimal cost. Alice was responsible for coordinating and conducting public meetings; preparing and distributing project collateral; meeting with residents and property owners; responding to inquiries; and developing and maintaining a stakeholder database and communications log. She also provided extensive Spanish translation services to coordinate between the homeowners and plumbers. These efforts resulted in Valerin receiving Tampa Bay’s PRestigious Award for Community Relations.

Dale Mabry Wastewater Treatment Plant Diversion Design-Build Project – Phase I, Hillsborough County, Tampa, FL.

Public Relations Professional. This project retired and removed the aging Dale Mabry Wastewater Treatment Plant and consolidated treatment at the Northwest Regional Water Reclamation Facility. To retire the Dale Mabry plant, a new transmission main and pump station was built for transferring wastewater flows to the Northwest plant. The project also entailed building a new reclaimed water pipeline for the return of the reclaimed water to the Dale Mabry site, with the reclaimed water tanks and pump station on the west side of the Dale Mabry plant remaining. Six miles of 24-inch and 36-inch diameter transmission main and a new pump station were built for transferring wastewater flows from this facility to the Northwest Regional Water Reclamation Facility, which has the capacity to treat Dale Mabry flows. As the public relations professional for this project, Alice led the day-to-day public/community outreach, requiring direct interface with stakeholders; attended HOA and special interest group meetings; coordinated and conducted public meetings and open houses; developed and distributed fact sheets, newsletters, notifications, and door hangers; and provided content/updates to the County’s website.

ROLE

Public Involvement

CURRENT POSITION

Community Outreach Specialist | The Valerin Group, Inc.

EXPERIENCE

13 years

EDUCATION

High School

The Halff team is fully prepared to undertake this contract and is committed to its success. The following percentages indicate the amount of time that each key team member is available.



Antonio Serbia, PE, DBIA, ENV SP
Project Manager

50% Available



Bingjie Zhao, PhD, PE
Water Treatment

45% Available



Rob Ern, PE, DBIA
Principal-in-Charge

60% Available



Tamara Miranda-Juarbe, PE
Regulatory Compliance & Permitting

50% Available



Bill Dorman, PE
QA/QC Manager

30% Available



Ray Jones, PE
Hydrogeology

45% Available



Michael Scullion, PE, BCEE, DBIA
Wastewater Treatment & Collection/
Biosolids Management

40% Available



Michael Cahill, PE, LEED AP
Electrical

50% Available



Troy Mitchell, PE
Utility Master Planning
& Hydraulic Modeling

60% Available



Ross Laguerre, PE
Water Distribution

60% Available

KEY STAFF AVAILABILITY

We have reviewed our workload and, specifically, the current workloads of the key personnel proposed for this project. Our workload is moderate; the proposed personnel are finishing current assignments and are prepared to dedicate their efforts to these projects. Halff has more than enough capacity to perform the tasks required to complete any assigned project for the County in a timely and efficient manner.

Halff has a depth of resources to pull from, at any of our 31 offices, as necessary to accelerate or meet critical deadlines. We are committed to dedicating additional personnel at any percentage of their time that is required to meet the project schedule.



Contingency Plan for Unanticipated Staffing Issues

We do not anticipate any key staff leaving the firm at any time during this project. Halff enjoys an exceptional average tenure of approximately 20 years for our project managers. However, in the unlikely event key team members are not available, our Principal-in-Charge, Rob Ern, PE, DBIA, will immediately step in to provide guidance without disruption. Halff will immediately notify Polk County regarding any project staffing assignment changes.

Backup Staffing Plan

Our team staffing plan includes backup staff assignments for key members. This backup plan is a standard proactive measure to verify that the projects progress as planned, staffing contingencies are covered should any primary team member be unexpectedly unavailable, and that proper resources are consistently and routinely available.



Leverages Halff employees' extensive knowledge and expertise for each project.



Verifies projects are staffed and team members have the appropriate workloads.



Safeguards work stoppage from primary team member becoming unavailable.

SUBCONSULTANTS

Halff maintains working relationships with many small and historically under-utilized businesses. We have established an excellent record of utilizing M/W/ DBE firms for planning, design, and construction management projects. Halff regularly participates in seminars and meetings with professionals from minority and disadvantaged businesses. During these seminars and meetings, we discuss strategy for upcoming projects and joint business opportunities.

Our corporate commitment to DBEs includes maximizing DBE participation to better serve our clients and their communities.

Halff has the resources and experience to execute the anticipated services using only in-house resources, however, we are committed to using disadvantaged business enterprises (DBEs) as needed for each assignment.

On average, 15-30% of the contract work we assign to subconsultants is to DBE firms. We have a well-documented history of exceeding DBE goals for projects to allow our team to cost-effectively execute the assignment, while providing opportunities for DBE partners.



We improve lives and communities
by turning ideas into reality.



Halff
12470 Telecom Drive, Suite 100E
Tampa, Florida 33637
813.497.4915
halff.com



July 19, 2023

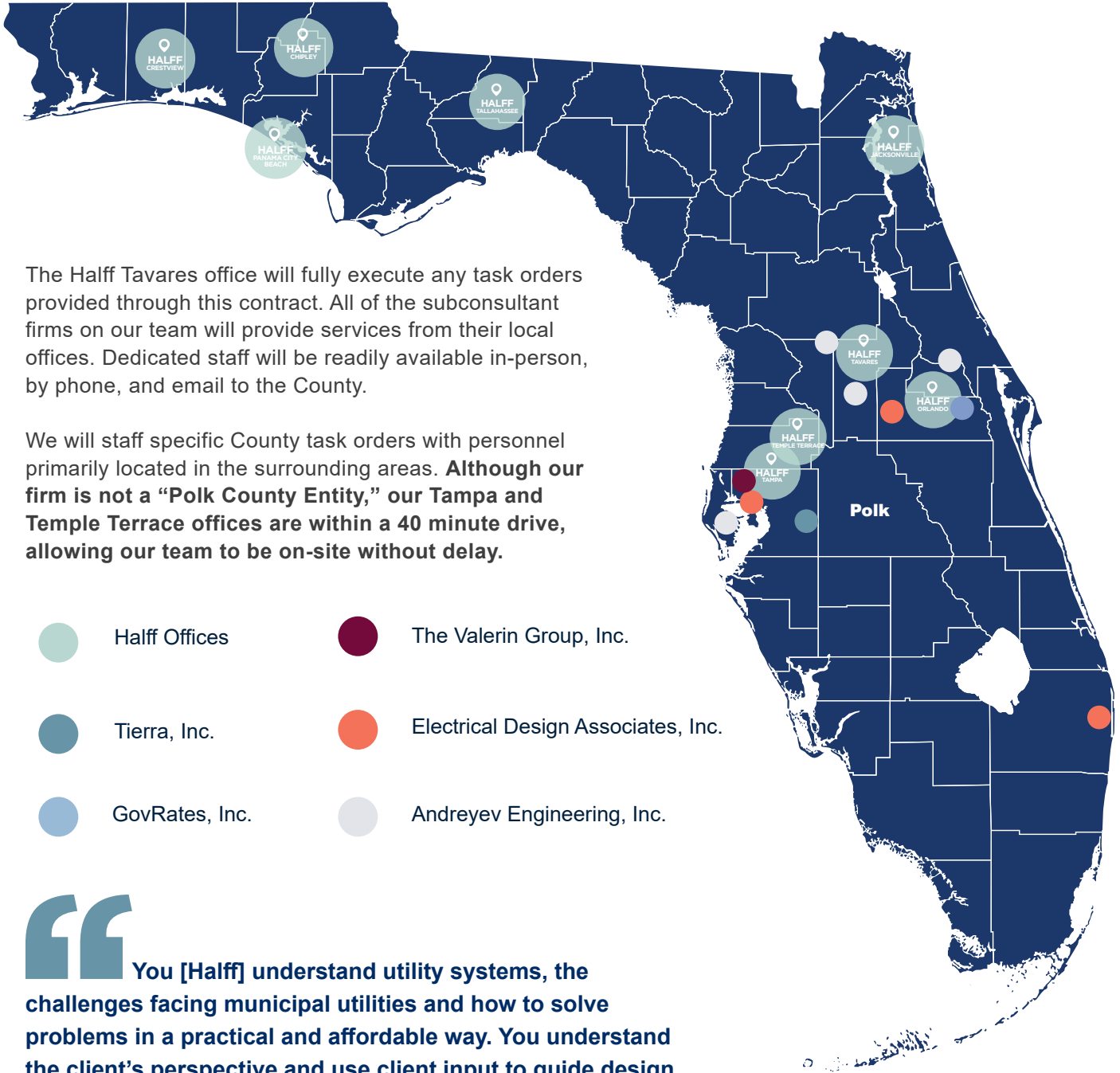
POLK COUNTY

Statement of Qualifications

RFP No. 23-448

Utilities Design Services & Regulatory Support Services

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



The Halff Tavares office will fully execute any task orders provided through this contract. All of the subconsultant firms on our team will provide services from their local offices. Dedicated staff will be readily available in-person, by phone, and email to the County.

We will staff specific County task orders with personnel primarily located in the surrounding areas. **Although our firm is not a “Polk County Entity,” our Tampa and Temple Terrace offices are within a 40 minute drive, allowing our team to be on-site without delay.**

- Halff Offices
- The Valerin Group, Inc.
- Terra, Inc.
- Electrical Design Associates, Inc.
- GovRates, Inc.
- Andreyev Engineering, Inc.

“ You [Halff] understand utility systems, the challenges facing municipal utilities and how to solve problems in a practical and affordable way. You understand the client’s perspective and use client input to guide design development. When we sit down for a plan review, we don’t have to make dramatic course corrections; we’re on target and there are no surprises.

DC Maudlin
City of Leesburg





We improve lives and communities
by turning ideas into reality.



Halff
12470 Telecom Drive, Suite 100E
Tampa, Florida 33637
813.497.4915
halff.com



July 19, 2023

POLK COUNTY

Statement of Qualifications

RFP No. 23-448

Utilities Design Services & Regulatory Support Services

halff.com



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

Halff is not a MBE/DBE firm; however, we are committed to providing opportunities to MBE/DBE firms by proactively identifying MBE/DBE subconsultants and incorporating them into our project teams in meaningful roles. For this contract, we have included the following W/MBE firms: **Electrical Design Associates, Inc., Tierra, Inc., The Valerin Group, Inc., and GovRates, Inc.**

Senior management is fully committed to enforcing and promoting our Affirmative Action Plan. The Executive Summary of our Affirmative Action Plan is as follows:

Halff is and will continue to be committed to affording equal opportunity in employment to all individuals without regard to race, color, religion, sex, or national origin. Affirmative Action will, therefore, be taken to:

- ✓ **Recruit, hire and promote all job classifications without regard to race, color, religion, sex, or national origin.**
- ✓ **Impose only valid requirements for promotional opportunities to make certain that promotion decisions are in accordance with the principles of equal employment opportunities.**

- ✓ **Make certain that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoffs, training, will be administered without regard to race, color, religion, sex, or national origin.**
- ✓ **To make certain that all social and recreational programs sponsored for employees are open to participation without regard to race, color, religion, sex or national origin.**

Each supervisor within the organization has the responsibility of supporting our Affirmative Action Program. The successful achievement of a non-discriminatory employment program requires the cooperation of all Halff employees. The President of the Company is responsible for the overall Equal Employment Opportunity Program. These responsibilities include leading the way by establishing and implementing affirmative procedures and practices which will achieve the objective of equity to all individuals in employment opportunities.



State of Florida
Woman Business Certification

The Valerin Group, Inc.

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


 Jonathan R. Satter, Secretary
 Florida Department of Management Services

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

State of Florida
Minority Business Certification

Tierra, Inc.

Is certified under the provisions of
 287 and 295.187, Florida Statutes, for a period from:
 08/30/2021 to 08/30/2023


 Jonathan R. Satter, Secretary
 Florida Department of Management Services

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

State of Florida
Woman & Minority Business Certification

GovRates, Inc.

Is certified under the provisions of
 287 and 295.187, Florida Statutes, for a period from:
 12/08/2021 to 12/08/2023


 J. Todd Inman
 Florida Department of Management Services

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

State of Florida
Minority Business Certification

Electrical Design Associates, Inc

Is certified under the provisions of
 287 and 295.187, Florida Statutes, for a period from:
 09/23/2021 to 09/23/2023


 Jonathan R. Satter, Secretary
 Florida Department of Management Services

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



We improve lives and communities
by turning ideas into reality.



Halff
12470 Telecom Drive, Suite 100E
Tampa, Florida 33637
813.497.4915
halff.com



July 19, 2023

POLK COUNTY

Statement of Qualifications

RFP No. 23-448

Utilities Design Services & Regulatory Support Services

6. Interaction with County and Regulatory Agency Staff

While Halff may be a fresh face to Polk County, the firm has had a presence in the Greater Tampa Bay area under the name Genesis Group for nearly four decades; Genesis was acquired by Halff in February 2019. Throughout our long history in the area and across the state, we have worked with agencies such as the Florida Department of Transportation (FDOT), the Southwest Florida Water Management District (SWFWMD), the Florida Department of Environmental Protection (FDEP), and the Florida Fish and Wildlife Conservation (FWC).

The Halff team continues to coordinate with the agencies listed above on a variety of projects, either through a continuing services contract, through a project exclusive contract, or for required permitting needs. FDOT has remained one of our longest standing clients. Halff has held several District Wide Landscape Architecture contracts with FDOT for twenty years in multiple districts, in addition to many stand-alone projects and several Joint Partnership Agreements (JPA) and Local Agency Program (LAP) projects.



Throughout our many years in the Tampa Bay area, nearly every project has had some sort of involvement with SWFWMD. With Polk County containing nearly 400 lakes, our knowledge of the agency will be paramount to the success of this project. We are familiar with what permits will be required during design and construction, which will be used in the planning tasks associated with this project. **This knowledge will help in being proactive for permitting, resulting in saved time and money for the County.**

While our involvement and coordination with the agencies mentioned above is impressive, we also hold several continuing services contracts with local municipalities. The individual Task Work Orders (TWOs) that come from these contracts vary in the size and complexity based on municipal needs. This varied complexity allows us the opportunity to involve any number of municipal departments to deliver a successful project. Since many of these continuing services contracts have been awarded multiple years in a row, Halff has become a trusted advisor for all the communities we serve. As mentioned in the RFP, we anticipate that there will be a high level of involvement and coordination with County Staff including, but certainly not limited to, Public Works and Utilities Departments. We understand that the level of involvement will evolve as the project progresses.

Additionally, we do anticipate the involvement from each department will fluctuate, but we are committed to working together with County Staff as a trusted advisor, not only on this project but on many projects to come.



We improve lives and communities
by turning ideas into reality.



Halff
12470 Telecom Drive, Suite 100E
Tampa, Florida 33637
813.497.4915
halff.com



July 19, 2023

POLK COUNTY

Statement of Qualifications

RFP No. 23-448

Utilities Design Services & Regulatory Support Services

7. Surveys of Past Performance

Survey Questionnaire – Polk County

RFP 23-448, Utilities Design Services & Regulatory Services

To: Glenn Irby (Name of Person completing survey)

City of Edgewater (Name of Client Company/Contractor)

Phone Number: 386.424.2400 Email: girby@cityofedgewater.org

Subject: Past Performance Survey of Similar work:

Project name: Galvanized Watermain Replacement

Name of Vendor being surveyed: Half Associates, Inc.

Cost of Services: Original Cost: \$1,040,000 Ending Cost: \$1,040,000

Contract Start Date: March 2020 Contract End Date: September 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)	N/A
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 Glenn Irby

Signature of Evaluator: 

Please fax or email the completed survey to: sfrederich@halff.com

Survey Questionnaire – Polk County

RFP 23-448, Utilities Design Services & Regulatory Services

To: Cliff Kelsey (Name of Person completing survey)

City of Leesburg (Name of Client Company/Contractor)

Phone Number: 352.728.9786 Email: cliff.kelsey@leesburgflorida.gov

Subject: Past Performance Survey of Similar work:

Project name: Leesburg Wastewater System Master Plan

Name of Vendor being surveyed: Half Associates, Inc.

Cost of Services: Original Cost: \$110,500 Ending Cost: \$130,812.92

Contract Start Date: June 2021 Contract End Date: July 2022

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
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)	N/A
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

Signature of Evaluator: 

Please fax or email the completed survey to: sfrederich@halff.com

Survey Questionnaire – Polk County

RFP 23-448, Utilities Design Services & Regulatory Services

To: Trey Arnett (Name of Person completing survey)

South East Wildwood Water Conservation Authority (SEWWCA) (Name of Client Company/Contractor)

Phone Number: 352.753.4747 Email: trey.arnett@vikuswater.com

Subject: Past Performance Survey of Similar work:
 South East Wildwood Water Conservation Authority (SEWWCA) Irrigation,
 Project name: Treatment, and Pump Stations

Name of Vendor being surveyed: Half Associates, Inc.

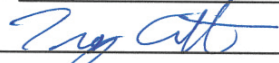
Cost of Services: Original Cost: Various Ending Cost: \$1,300,000 each (various)

Contract Start Date: Various Contract End Date: Various

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)	9
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	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)	9
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 Trey Arnett

Signature of Evaluator: 

Please fax or email the completed survey to: sfrederich@halff.com

Survey Questionnaire – Polk County

RFP 23-448, Utilities Design Services & Regulatory Services

To: Aaron Mercer (Name of Person completing survey)
City of Umatilla (Name of Client Company/Contractor)
 Phone Number: 352.669.3125 Email: amercer@umatillafl.org

Subject: Past Performance Survey of Similar work:

Project name: Sewer System and Lift Station Rehabilitation

Name of Vendor being surveyed: Half Associates, Inc.

Cost of Services: Original Cost: \$1,073,000 Ending Cost: \$1,073,000

Contract Start Date: May 2017 Contract End Date: October 2018

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 Aaron Mercer

Signature of Evaluator: 

Please fax or email the completed survey to: sfrederich@halff.com

Survey Questionnaire – Polk County


RFP 23-448, Utilities Design Services & Regulatory Services

To: Trey Arnett (Name of Person completing survey)
South Sumter Utility Company (Name of Client Company/Contractor)
 Phone Number: 352.753.4747 Email: trey.arnett@vikuswater.com
 Subject: Past Performance Survey of Similar work:
 Project name: South Sumter Utility Company Water Treatment Plant
 Name of Vendor being surveyed: Halff Associates, Inc.
 Cost of Services: Original Cost: \$7,794,428 Ending Cost: \$7,794,428
 Contract Start Date: December 2017 Contract End Date: September 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)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	10
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	10
6	Ability to communicate with Client's staff	(1-10)	9
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)	9
10	Appropriate application of technology	(1-10)	9
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 Trey Arnett

Signature of Evaluator: 

Please fax or email the completed survey to: sfrederich@halff.com

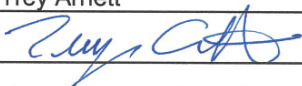
Survey Questionnaire – Polk County

RFP 23-448, Utilities Design Services & Regulatory Services

To: Trey Arnett (Name of Person completing survey)
Gibson Place Utility (GPU) (Name of Client Company/Contractor)
 Phone Number: 352.753.4747 Email: trey.arnett@vikuswater.com
 Subject: Past Performance Survey of Similar work:
 Project name: Gibson Place Utility (GPU) Wastewater Treatment Plant
 Name of Vendor being surveyed: Halff Associates, Inc.
 Cost of Services: Original Cost: \$48,093,194 Ending Cost: \$48,093,194
 Contract Start Date: April 2021 Contract End Date: August 2023

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

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

Printed Name of Evaluator Trey Arnett
 Signature of Evaluator: 
 Please fax or email the completed survey to: sfrederich@halff.com

Survey Questionnaire – Polk County

RFP 23-448, Utilities Design Services & Regulatory Services

To: Tom Menke, PE (Name of Person completing survey)
Pinellas County (Name of Client Company/Contractor)
 Phone Number: 727.282.6240 Email: tmenke@pinellas.gov
 Subject: Past Performance Survey of Similar work:
 Project name: Restore Act Wastewater Collection System Improvements
 Name of Vendor being surveyed: Halff Associates, Inc.
 Cost of Services: Original Cost: Various Ending Cost: Various
 Contract Start Date: September 2022 Contract End Date: December 2023 (est.)

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 Tom Menke, PE

Signature of Evaluator: 

Please fax or email the completed survey to: sfrederich@halff.com

Survey Questionnaire – Polk County

RFP 23-448, Utilities Design Services & Regulatory Services

To: TJ Fish, Director of Transportation & Public Works (Name of Person completing survey)

City of Groveland (Name of Client Company/Contractor)

Phone Number: 352.429.2141 Email: tj.fish@groveland-fl.gov

Subject: Past Performance Survey of Similar work:

Project name: Groveland Eagle Ridge/Silver Eagle

Name of Vendor being surveyed: Halff Associates, Inc.

Cost of Services: Original Cost: \$4,165,489.40 Ending Cost: \$4,154,084.40

Contract Start Date: July 2016 Contract End Date: March 2018

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

Printed Name of Evaluator TJ Fish

Signature of Evaluator: 

Please fax or email the completed survey to: sfrederich@halff.com



We improve lives and communities
by turning ideas into reality.



Halff
12470 Telecom Drive, Suite 100E
Tampa, Florida 33637
813.497.4915
halff.com



November 9, 2023

Eric W. Phillips
Utilities Analyst
1011 Jim Keene Blvd., SR540
Winter Haven, FL33880

RE: RFP 23-448, Utilities Design Services and Regulatory Support Services - Proposed Labor Rates

Dear Mr. Phillips:

Please find attached Halff Associates, Inc. proposed labor rates, multiplier calculations and labor classifications descriptions for the contract of reference. We appreciate Polk County selecting our firm to provide professional services. We look forward to your direction in forthcoming steps of the contracting process.

Sincerely,

A handwritten signature in blue ink that reads "Antonio Serbia". The signature is fluid and cursive, with a large initial "A" and "S".

Antonio Serbia, PE, Assoc. DBIA, ENV SP
Team Leader



RFP 23-448, Utilities Design Services and Regulatory Support Services - Proposed Labor Rates

Polk County Utilities

Halff Associates, Inc.

Issued: November 9, 2023

CLASSIFICATION	Raw Hourly Cost Ranges		Loaded Labor Rates Ranges Including Reimbursables (3.00 + 0.05)	
	MIN	MAX	MIN	MAX
Administrative Assistant	\$ 30.25	\$ 41.75	\$ 92.26	\$ 127.32
Project Manager of Construction Services	\$ 47.19	\$ 58.99	\$ 143.93	\$ 179.91
Construction Engineer	\$ 43.05	\$ 53.81	\$ 131.31	\$ 164.13
Graduate Engineer	\$ 41.30	\$ 47.99	\$ 125.96	\$ 146.37
Project Engineer	\$ 48.28	\$ 60.50	\$ 147.25	\$ 184.53
Project Manager	\$ 58.18	\$ 65.16	\$ 177.44	\$ 198.73
Senior Project Manager	\$ 66.90	\$ 100.64	\$ 204.05	\$ 306.94
Team Leader / Director	\$ 98.89	\$ 123.62	\$ 301.62	\$ 377.03
Survey Crew Member	\$ 27.83	\$ 34.79	\$ 84.88	\$ 106.10
Survey Crew Chief	\$ 33.88	\$ 42.35	\$ 103.33	\$ 129.17
Survey Project Manager	\$ 55.84	\$ 69.80	\$ 170.32	\$ 212.90
SUE Field Technician	\$ 36.30	\$ 45.38	\$ 110.72	\$ 138.39
SUE Field Manager	\$ 45.38	\$ 56.72	\$ 138.39	\$ 172.99
SUE Manager	\$ 76.79	\$ 95.98	\$ 234.20	\$ 292.75
Landscape Architecture Designer	\$ 37.81	\$ 41.89	\$ 115.33	\$ 127.77
Landscape Architecture Project Manager	\$ 51.49	\$ 66.93	\$ 157.03	\$ 204.14
Landscape Architecture Team Leader	\$ 65.16	\$ 84.71	\$ 198.73	\$ 258.35
Design Technician	\$ 30.25	\$ 41.01	\$ 92.26	\$ 125.07
Senior Designer	\$ 60.50	\$ 75.63	\$ 184.53	\$ 230.66
Environmental Scientist	\$ 33.73	\$ 54.10	\$ 102.89	\$ 165.00
Environmental Project Manager	\$ 52.36	\$ 65.45	\$ 159.69	\$ 199.61
Environmental Team Leader	\$ 81.45	\$ 101.81	\$ 248.41	\$ 310.51
GIS Analyst	\$ 42.54	\$ 53.18	\$ 129.76	\$ 162.20

LABOR MULTIPLIER CALCULATIONS

Direct Labor	1.000
Payroll Burden / Fringe Benefits	0.825
Overhead / General Administrative	1.000
Direct Expenses	0.050
Subtotal	<hr/> 2.875
Profit	0.175
Total Multiplier	<hr/> 3.050 <hr/>

DESCRIPTIONS AND RESPONSIBILITIES OF PERSONNEL

CLASSIFICATION	POSITION OVERVIEW	RESPONSIBILITIES	EDUCATION
Administrative Assistant	Assists the assigned project team with clerical and administrative duties.	Provides administrative support and assists technical staff with administrative duties.	Associate degree in administration or equivalent
Project Manager of Construction Services	Provides construction phase services of observation and inspection.	Responsible for project oversight and inspection focused on compliance with contract documents requirements.	Bachelors degree in technical area and 8 years of construction services experience.
Construction Engineer	Provides field services to support site inspection of assigned projects.	Assists the Project Manager of Construction Services with construction phase services.	Associate technical degree and 4 years of construction services experience.
Graduate Engineer	Provides basic functions of project design including calculations and CAD.	Assists the Civil Engineer in development of project designs.	Bachelors degree in engineering.
Project Engineer	Responsible for design pr project components under supervision of the Project Manager.	Prepares calculations and CAD drawings of project components. Checks the work of Graduate Engineers.	Bachelors degree in engineering and 2 years of design experience. EI license preferred.
Project Manager	Provides overall design and CAD production oversight of major project components.	Oversees the design functions of Project Engineers and checks designs for completion and quality.	Bachelors degree in engineering and 5 years of design experience. PE license required.
Senior Project Manager	Provides design services encompassing all areas of the project, manages the design contract and client interactions.	Engineer of record for projects, responsible for overall quality, constructability and completeness of the project.	Bachelors degree in engineering and 10 years of design experience. PE license required.
Team Leader / Director	Oversees the production of the design work per contract documents and serves as technical expert to the team.	Assures quality, schedule, budget and overall compliance with the design contract requirements.	Bachelors degree in engineering and 20 years of design experience. PE license required.
Survey Crew Member	Entry level field survey crew member.	Conducts basic field survey functions under supervision of the Survey Crew Chief.	Associate degree and 1 year of experience in field survey work. Basic CAD knowledge.
Survey Crew Chief	Supervisor of filed crew work and data processing for survey deliverables.	Supervises the Survey Crew Members and conducts responsible for field survey functions under supervision of the Survey PM.	Associate degree and 5 years of experience in survey work. Proficient in CAD.
Survey Project Manager	Professional Land Surveyor responsible for overall field work and preparation of certified deliverables.	Supervises the Survey Crew Chief and provides technical guidance. Licensed professional responsible for survey products.	Bachelors degree and 10 years of experience.
SUE Field Technician	Entry level field SUE crew member.	Under supervision, conducts designating and test holes performing functions. Labor associated with MOT implementation.	High school diploma and 1 year of experience in SUE operations. Training under the SUE Manager required.

DESCRIPTIONS AND RESPONSIBILITIES OF PERSONNEL

CLASSIFICATION	POSITION OVERVIEW	RESPONSIBILITIES	EDUCATION
SUE Field Manager	SUE professional in charge of field and data processing functions.	Participates and supervises field work, and manages data to be included in deliverables. Quality control of deliverables.	Associate degree or equivalent and 3 years of experience in SUE work.
SUE Manager	SUE subject matter expert and manager of all SUE personnel.	Supervises the work of SUE crews, abiding to scope, budget and schedule requirements. Responsible for SUE deliverables.	Bachelors degree and 10 years of experience.
Landscape Architecture Designer	Entry level LA professional conducting design, permitting and plans preparation of assigned projects.	Under supervision, works in designing LA elements of projects. Drafts permit applications and prepares deliverables in CAD.	Associate degree or equivalent and 2 years of experience. CAD experience required.
Landscape Architecture Project Manager	Landscape Architecture professional and manager of design contract of projects.	Supervises the work of designers involved in the project. Coordinates with other Landscape Architects involved in the project.	Bachelors degree and 5 years of experience.
Landscape Architecture Team Leader	Senior Landscape Architecture professional and manager of design contract of projects.	Supervises the work Landscape Architects involved in the project. Responsible for schedule, scope and budget.	Bachelors degree and 10 years of experience. Licensed Landscape Architecture Professional required.
Design Technician	Entry level design professional that employs production experience in CAD software for design of assigned projects.	Prepares plans in accordance to design criteria and agency specifications.	Associate degree and 2 years of experience in project design. Proficiency in CAD software.
Senior Designer	Senior design professional that employs production experience in CAD software for design of assigned projects.	Prepares plans in accordance to design criteria and agency specifications. Assists the project engineer in preparing project deliverables.	Associate degree and 5 years of experience in project design. Proficiency in CAD software.
Environmental Scientist	Environmental science professional involved in related field assessments, permit applications and preparing reports.	Assist project manager with environmental survey, permitting, map preparation, and site inspection of assigned projects.	Associate degree and 1 year of experience.
Environmental Project Manager	Senior Environmental science professional, directly producing permit applications and preparing reports.	Responsible for environmental filed scope of services, including assessments, reports and permits. Supervises all environmental professionals.	Bachelors degree and 4 years of experience.
Environmental Team Leader	Environmental Science professional that leads a team conducting assessments, permit processing and reports.	Responsible for supervision environmental field scope of services, subject matter expert.	Bachelors degree and 7 years of experience.
GIS Analyst	Prepares plans using CAD software for design, permitting, specification preparation, and site inspection of assigned projects.	Prepares plans in accordance to design criteria and agency specifications.	Associate degree and 2 years of experience, or bachelors degree and 1 year of experience. Proficiency in GIS software.

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

EXHIBIT C

Board of County Commissioners

REIMBURSABLE COST SCHEDULE

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