

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 W. Church Street, Bartow, Florida 33830, Dewberry Engineers, Inc. (the “Consultant”) a New York corporation located at 1479 Town Center Drive, Suite D214, Lakeland, FL 33803 and whose Federal Employer Identification Number is: 130746510.

WHEREAS, the County Land Development Division works with engineers, surveyors, attorneys, planners, and the public to ensure that land is developed in accordance with the Polk County Land Development Code, Comprehensive Plan, and Utility Code. The Land Development Division, Engineering Section provides site design review services for private commercial and residential development projects, as well as activities within County rights-of-way. Additionally, staff provides site construction inspection services, floodplain management services, and survey reviews, which includes, meetings with property owners, developers, the Florida Department of Transportation (FDOT), city staff, and various regional and state agencies; and,

WHEREAS, County requires certain professional services in connection with staff augmentation services, which includes surveyors, inspectors, floodplain management and engineers on a temporary basis; and

WHEREAS, the County has solicited for these services via RFP 25-625, 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 25-625 to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto (collectively, (i) and (ii) are "RFP 25-625") all of which are incorporated into this Agreement by this reference, attached hereto as a composite Exhibit "A" and made a part of this Agreement, and as may be further specifically designated and authorized by the County, in writing (collectively, the "Services"). Such authorization will be referred to as a Consultant Services Authorization ("CSA") or a Contract Purchase Order ("CPO") and all provisions of this Agreement apply to the CSA/CPO with full force and effect as if appearing in full within each CSA/CPO. Each CSA/CPO will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution.

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

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

3.0 Compensation

3.1 General

3.1.1 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 Land Development Division
330 W. Church Street, 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

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 only (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 Land Development Division offices upon demand, termination of the Agreement, or the conclusion of the project, whichever occurs first.

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

4.0 **Insurance**

4.1 **General Provisions**

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

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

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

4.1.4 If there is any failure by the Consultant to comply with the provisions of

this section, the County may, at its option, on notice to the Consultant, suspend the work for cause until there is full compliance.

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

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

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

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

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

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

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

4.3.1 Premises and Operations:

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

4.3.2 Independent Contractors:

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

contractual obligations assumed by the Firm)

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

4.5 Professional Liability Insurance. \$2,000,000.00 for design errors and omissions, inclusive of defense costs. 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. 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 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 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 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 Consultant, to the extent permitted by law, shall indemnify, defend (by counsel reasonably acceptable to County) protect and hold County, and its officers, employees and agents harmless from and against any and all, claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees costs and expenses incurred during negotiation, through litigation and all appeals therefrom) whatsoever including, but not limited, to those pertaining to the death of or injury to any person, or damage to any property, arising out of or resulting from (i) the failure of Consultant to comply with applicable laws, rules or regulations, (ii) the breach by Consultant of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of Consultant's performance or nonperformance of this Agreement, or (iv) the negligent acts, errors or omissions, or intentional or willful misconduct, of Consultant, its professional associates, its subcontractors, agents, and employees provided, however, that Consultant shall not be obligated to defend or indemnify the County with respect to any such claims or damages arising out of the County's sole negligence.

6.2.2 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 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 the Agreement were in full force and effect.

7.0 **Independent Contractor**

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

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

7.3 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 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) 534-7670
EMAIL: RMLO@POLKFL.GOV**

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

14.0 **County's Responsibilities**

14.1 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 Consultant, including; existing reports, studies, financial information, and other required data that are available in the files of the County.

15.0 **Termination of Agreement**

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

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

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

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

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

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

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

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

16.0 **Uncontrollable Forces (Force Majeure)**

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

it to be able to commence or resume performance of its obligations under this Agreement. During any such time period, the non-performing party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement.

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 County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. 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 the Agreement.

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

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

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 the 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 County and Consultant. Such modifications shall be in the form of a written Amendment executed by both parties.

23.0 **Successors and Assigns**

23.1 County and 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 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 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. 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 Consultant.

27.0 **Access and Audits**

27.1 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 Land Development Division
330 West Church Street
Bartow, FL 33830
Attention: Director

As to Consultant: Dewberry Engineering, Inc.
1479 Town Center Drive, Suite D214
Lakeland, FL 33803
Attention: Robert Beltran, PE

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

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

29.0 **Service of Process**

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

As to Consultant: Dewberry Engineering, Inc.
1479 Town Center Drive, Suite D214
Lakeland, FL 33803

Attention: Robert Beltran, PE

30.0 **Contract Administration**

30.1 Services of Consultant shall be under the general direction of the Land Development 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 Consultant shall notify 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. Consultant at 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. County has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: Robert Beltran, PE

Name: Christopher Allen, PE

Name: Nicole Stalder, PE, LEED, AP

32.0 **Annual Appropriations**

32.1 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 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 Consultant's fault in causing the delay as compared to other causes, and to the extent the Consultant is not

delayed by reasons beyond Consultant's reasonable control.

34.0 Employment Eligibility Verification (E-VERIFY)

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

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

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

35.0 Limitation of Liability.

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

36.0 Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

(i) By its execution of this Agreement, the 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).

37. 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. 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: _____
Martha Santiago, Ed. D., Chair
Board of County Commissioners



Date Signed by County: _____

Review as to form and legal sufficiency

North Under 5/17/26
County Attorney's Office Date

ATTEST:

By: Colleen M Collins
Corporate Secretary

Colleen M. Collins
[Print Name]

DATE: May 18, 2026

SEAL

Dewberry Engineering, Inc.
a New York corporation

By: Roberto R. Beltran, Jr.

Roberto R. Beltran, Jr.
[Print Name]

Vice President
[Title]

DATE: May 18, 2026

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF Florida County OF Polk

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this May 18, 2026 (Date) by Roberto R. Beltran, Jr. (Name of officer or agent) as

Vice President (title of officer or agent) of the Corporation on behalf of the Corporation, pursuant to the powers conferred upon him/her by the Corporation. He/she personally appeared before me at the time of

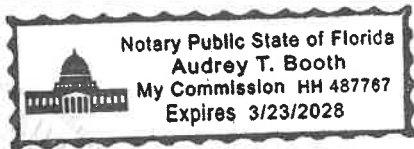
notarization, and is personally known to me or has produced _____ as

identification and did certify to have knowledge of the matters stated in the foregoing instrument and certified the same to be true in all respects. Subscribed and sworn to (or affirmed) before me this May 18, 2026

(Date) Audrey T. Booth (Official Notary Signature and Notary Seal)

Audrey T. Booth (Name of Notary typed, printed or stamped)

Commission Number HH 487767 Commission Expiration Date 3/23/28



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-625, Engineering Staff Augmentation Services for Land Development

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

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

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

Company Name: Dewberry Engineers Inc

Signature: *Roberto R. Beltran VP*

Title: Vice President

Date: May 18, 2026

State of: Florida

County of: Polk

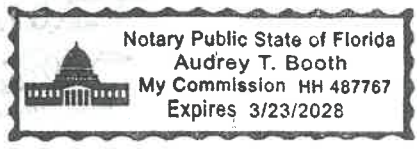
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 18th day of May, 2026, by Roberto R. Beltran (name) as Vice President (title of officer) of Dewberry Engineers Inc (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: *Audrey T. Booth*

Printed Name of Notary Public: Audrey T. Booth

Notary Commission Number and Expiration: 3/23/28

(AFFIX NOTARY SEAL)



Affidavit Regarding the Use of Coercion for Labor or Services

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

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

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

Under penalties of perjury, I Roberto R. Beltran, Jr. Vice President (Signatory Name and Title), declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

Dewberry Engineering, Inc.

NONGOVERNMENTAL ENTITY


SIGNATURE

Roberto R. Beltran, Jr.

PRINT NAME

Vice President

TITLE

May 18, 2026

DATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/14/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, LLC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 CN102736896-7/1-1.1a-25-26	CONTACT NAME: Ashley Oliver PHONE (A/C, No, Ext): 410 347 3631 E-MAIL ADDRESS: Ashley.Oliver@marsh.com FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : The Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER B : The Travelers Indemnity Company Of America</td> <td>25666</td> </tr> <tr> <td>INSURER C : Travelers Property Casualty Co. Of America</td> <td>25674</td> </tr> <tr> <td>INSURER D : Beazley Insurance Company, Inc.</td> <td>37540</td> </tr> <tr> <td>INSURER E : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Charter Oak Fire Insurance Company	25615	INSURER B : The Travelers Indemnity Company Of America	25666	INSURER C : Travelers Property Casualty Co. Of America	25674	INSURER D : Beazley Insurance Company, Inc.	37540	INSURER E : N/A	N/A	INSURER F :
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INSURER E : N/A	N/A													
INSURER F :														


COVERAGES **CERTIFICATE NUMBER:** CLE-007485892-01 **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL INS. COV. (INSURED CONTRACTS) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	P-630-7792B312-COF-25	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	810-1N788974-25-43-G	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP / COLL DED: \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP-4J583077-25-43	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-6P972264-25-43-G	07/01/2025	07/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY			V11B5E251601 RETRO. DATE: FULL PRIOR ACTS	07/01/2025	07/01/2026	PER CLAIM/AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: DEWBERRY PROJECT/JOB/PLN # MSA, BU2705, RFP 25-625; CLIENT CONTRACT #RFP 25-625

THE COUNTY IS INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY AND AUTOMOBILE LIABILITY. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY WRITTEN CONTRACT. GENERAL LIABILITY INCLUDES COVERAGE FOR XCU SUBJECT TO POLICY TERMS AND CONDITIONS. A CROSS LIABILITY CLAUSE IS INCLUDED IN THE GENERAL LIABILITY SUBJECT TO POLICY TERMS AND CONDITIONS.

CERTIFICATE HOLDER POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA ATTN: DIVINA ARROYO 330 W. CHURCH STREET, ROOM 150 BARTOW, FL 33830	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA LLC 
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Exhibit Ai

RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from firms that are interested in providing professional services of surveyors, inspectors, floodplain management and engineering on a temporary basis to support the operational needs of the Land Development Division, here 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: 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

Receiving Period: Prior to 2:00 p.m., Wednesday, October 8, 2025

Bid Opening: Wednesday, October 8, 2025, at 2:00 p.m. or as soon as possible thereafter..

Special Instructions: A **NON-MANDATORY** pre-proposal meeting will be held Tuesday, September 16, 2025, 2:00 p.m. at the Polk County Administration building, Procurement Conference Room 150 (1st Floor) located at 330 W. Church St, Bartow, FL 33830. Those attending via video conference will be added to the sign-in sheet by the Procurement office during the video conference. The Zoom Meeting ID: 876 0813 0810.

Questions regarding this RFP must be in writing and must be sent to Tabatha Shirah, Procurement Analyst, via email at tabathashirah@polk-county.net. All questions must be received by Wednesday, September 24, 2025, 5:00 p.m.

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.

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 firm's responsibility to verify if any addenda have been issued.

RFP Number: 25-625

RFP Title: Staff Augmentation Services for Engineers, Surveyors, Inspectors, and Flood Plain Management (CCNA)

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

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

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

Company Name: _____

Contact Name: _____

Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Email: _____

Proposal Submittal instructions

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

Sealed Parcel Submittal:

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #25-625 Engineering Staff Augmentation Services for Land Development Request for Professional 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	25-625
RFP Title	Staff Augmentation Services for Engineers, Surveyors, Inspectors, and Flood Plain Management (CCNA)
Due Date/Time:	October 8, 2025, 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 tabathashirah@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 25-625 Tab 1"

"RFP 25-625 Tab 2"

"RFP 25-625 Tab 3"

"RFP 25-625 Tab 4"

"RFP 25-625 Tab 5"

"RFP 25-625 Tab 6"

"RFP 25-625 Tab 7"

"RFP 25-625 Submittal Documents"

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 Tabatha Shirah at tabathashirah@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 # 25-625**

**Staff Augmentation Services for Engineers, Surveyors, Inspectors, and Flood
Plain Management (CCNA)**

Sealed proposals will be received in the Procurement Division, **Wednesday, October 8, 2025, 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/business/procurement/>. 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 Tabatha Shirah, via email at tabathashirah@polk-county.net. All questions must be received by September 24, 2025, 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 Proposal 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 service of firm(s) to pv.

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

All personnel assigned to the work shall be fully qualified and licensed as necessary.

It is the intent of the County to select and negotiate a Master Consulting Agreement with one (1) or more firm(s). The County may employ several different consultants to perform the work described. No consultant shall be employed as the exclusive consultant.

Consultants will be chosen based upon the expertise and experience listed as pertains to the work described. Selection of a qualified firm under this RFP is not a guarantee of work.

The County will negotiate a fee schedule 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.

The Successful Proposer must register in our Vendor Database if you have not already done so prior to award of this RFP. A purchase order cannot be issued to a firm until they have registered. You may register by going to the following link: <https://www.polk-county.net/business/procurement/vendor-information/>. It is the responsibility of all firms to update their firm information. Only registered firms will receive notifications of future RFP's.

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

BACKGROUND, PURPOSE AND SCOPE

Background & Purpose:

The Land Development division works with engineers, surveyors, attorneys, planners and the public to ensure land is developed in accordance with the Polk County Land Development Code, Comprehensive Plan, and Utility Code. As part of the Land Development Division, the County Engineering Section's staff provides site design review services for private commercial and residential development projects, as well as activities within County rights-of-way. Staff also provide site construction inspection services, floodplain management services, and surveying review. Staff members coordinate meetings with property owners, developers, the Florida Department of

Transportation (FDOT), city staff, regional and state agencies. The goal is to ensure safe portals and best management practices consistent with Polk County policy.

Polk County has been experiencing significant population growth and rapid development and urbanization. As a result of this growth and demand the County requires temporary staff to assist Land Development staff with these roles.

The purpose of this proposal is to establish an hourly billing rate for the job classifications described below. The obligation of the County will be solely to compensate the Firm(s) for the number of hours provided in accordance with the fee schedule negotiated with the awarded firm(s). The fee schedule for each job classification shall be inclusive of all costs including but not limited to, overhead, profit, mileage, background checks, screenings, etc., there will be no reimbursables.

SCOPE OF SERVICES

The scope of services shall include, but will not be limited to the following types of work:

SURVEYORS

The scope of services shall include, but not be limited to, review of subdivision plats, site plan boundary review, survey field work, photogrammetric surveys, light detection and ranging (LiDAR) surveys, boundary surveys, right of way map preparation, survey drafting (including all software necessary to produce required plans, documents, etc.), design surveys, writing of legal descriptions and recording of easements, easements and right-of-way, parcel and plat research, easement sketches, easement staking, easement encroachments, "as built" surveys and topographic surveys, aerial topographic survey (survey approximating the contour of the land), surveying and mapping, ordinary high water line, bathymetric survey, volumetric calculations, ground based surveying, and GPS support services, sovereign boundaries, Federal Emergency Management Agency (FEMA) flood zone boundaries. These services may also be used by any division within the County and, may be required to meet Southwest Florida Water Management District (SWFWMD), South Florida Water Management District (SFWMD), Florida Department of Transportation (FDOT), US Army Corps of Engineers, or Florida Department of Environmental Protection (FDEP) survey protocol, along with having the survey to be certified to that agency, in addition to the County.

The services will support a number of projects including, but not limited to; wetland delineation for state and federal agencies, wetland mitigation design and permitting, design and permitting of infrastructures including stormwater management, roads, land reclamation, construction management, borrow site development, geotechnical and hydrogeological services, title searches, wetland delineation, jurisdictional wetland delineation, endangered species survey, environmental sciences, environmental right-of-way, geotechnical, historical, archaeological, wetland and hazardous material operations.

The information gathered in these types of services may need to be mapped and certified.

Surveyors' Specifications

1. Plat and Plan Review - Review both commercial and public subdivision plats for conformance with FSS chapter 177- "The making of plats". Assist Land Development division by reviewing submitted documents to ensure compliance with both State and County standards. Written comments are to be provided within appropriate review times as determined by Polk County Land Development Code.
2. Topographic services in paper and electronic format - Work must be rectified and meet the State of Florida surveying requirements for topographic maps. Work must be completed under the supervision of a Professional Surveyor and Mapper (PSM) licensed in the State of Florida.
3. Volumetric Calculations – Complete volumetric calculations of material stockpiles, borrow material, and in place earthmoving to support annual reports and construction administration. Provide hydrographic and bathymetric survey data to support volumetric calculations involving areas of standing and flowing water of variable depth. Work must be completed under the supervision of a PSM licensed in the State of Florida.
4. Deliverables may include, but are not limited to; sealed, certified copies of the final survey, certified to County Divisions, AutoCAD drawing file of the completed survey in digital format in current version of AutoCAD, ArcMap drawing of completed survey in digital format(i.e. Shape file & Digital Elevation Model), all supporting documentation and computations organized and annotated to allow review of adjustments and conclusions. This data should be printed or scanned into PDF format, digital copy of all data (drawing file, Adobe PDF file, custom font, line types, plot styles, color tables), ASCII text file of the DEM points, (N,E,Z), with an accompanying surveyor's report and files need to be in a format accessible directly into GIS without any conversion steps (i.e. polyline shapefile), Final report shall be certified and sealed, dated, and signed by a Professional Florida Licensed Surveyor and Mapper, Data deliverables shall be made available to client in electronic format. The report should be Adobe PDF format and the DEM an ASCII text file and files need to be in format accessible directly into GIS without any conversion steps (i.e. polyline shapefile). Files shall be sent by email or ftp download, or on a flash drive, CD or DVD of the data.
5. All Surveying and Mapping will be performed per "The Florida Standards of Practice for Surveying and Mapping" and signed and sealed by a Florida Licensed Surveyor and Mapper.
6. Consultant shall establish horizontal and vertical control(s) for the site/project.
7. Consultant shall establish LiDAR check points for calibration.
8. Horizontal datum will be NAD 1983 Florida West zone state plane coordinates (latitude/longitude), U.S. survey feet and the vertical datum will be NAVD 88, U.S. survey feet, unless client specifies otherwise in writing.

9. Topography acquired by remote sensing methodology will be produced per the “ASPRS Positional Accuracy Standards for Digital Geospatial Data”.

10. Create a digital elevation model (DEM) from Airborne LiDAR data. The DEM density will be based on project specific needs.

INSPECTORS

As part of the Land Development Division, the County Engineering Section’s inspection staff provides site construction inspection services for private commercial and residential development projects, as well as activities within County rights-of-way. Staff members coordinate pre-construction meetings with engineers and contractors. During construction, Land Development inspection staff work in the field to ensure that projects are constructed in accordance with approved plans, Land Development Code and Polk County Utilities Standards and Specifications Manual. Occasionally the County requires temporary staff to assist Land Development with field inspections.

Land Development Inspectors will perform utility (water, wastewater, reclaimed water), roadway, pavement, culvert, drainage system, and related site development construction inspections to ensure compliance with the approved construction plans, specifications, and related permits.

The scope of services shall include, but not be limited, the following duties to be performed:

1. Interpret design plans and specifications.
2. Observe construction activity and inspect workmanship, materials, and techniques to ensure compliance.
3. Inspection of installation of underground utility lines.
4. Oversight and inspection of backfill and compaction work.
5. Inspection of storm sewer and surface water management facilities.
6. Site grading, soil stabilization/erosion prevention.
7. Ensure proper pavement construction including depths, materials, installation, mix and temperature testing for asphalt pavements.
8. Verifies material quantities and product types.
9. Inspection of lift station construction.
10. Inspect installation of signage and traffic control devices.
11. Makes record of project progress.
12. Interacts with contractors, consultants, and other related parties.

13. Identifies project issues and coordinates with County Engineer staff regarding resolutions.

14. Makes recommendations to County Engineer regarding final release of projects at completion of construction.

FLOODPLAIN MANAGEMENT

As part of the Land Development Division, the County Floodplain Management Section's staff provides a range of services necessary for ensuring compliance with the National Flood Insurance Program (NFIP) and the Florida Building Code, as well as maintaining activities and records for participation in the Community Rating System (CRS). Staff members coordinate with property owners, developers, county emergency management, the Florida Division of Emergency Management, the Federal Emergency Management Agency (FEMA) and other community staff, as well as a range of regional and state agencies.

The scope of services of the floodplain management activities may include but are not limited to the following duties:

1. Assist in the coordination of the County's Floodplain Management Program, ensuring that the County meets FEMA's minimum NFIP participation requirements.
2. Provide technical information and assistance to the Building Official and other County staff in the interpretation and application of floodplain management requirements.
3. Assist in coordination of the County's FEMA Community Rating System (CRS) Program.
4. Assist in the application of the County's floodplain ordinance, regulations, policies, and procedures, and inspection processes as related to floodplain management.
5. Promote public awareness of the County's Floodplain Management Program through attending community meetings, including the Board of County Commissioners, Planning Commission, Code Enforcement, and Special Magistrate; or conducting public outreach.
6. Conduct site visits, respond to specific complaints, and document observations related to floodplain management enquiries.
7. Assist in mediating floodplain management related complaints.
8. Explain floodplain development requirements to community leaders, citizens, and the general public.
9. Maintain records and documents that keep the County a participant in FEMA's NFIP and CRS programs.

10. Maintain the Community Floodplain Management Reference Library.
11. Provide assistance to FEMA and State Floodplain Management Office representatives during Community Assistance Visits (CAV) and Community Rating System (CRS) Program reviews.
12. Monitor, coordinate, and collaborate with other federal and state Floodplain Management programs.
13. Appear as a witness involving floodplain violations.
14. Assist in coordination of disaster response and recovery efforts.
15. Assist in coordination of hazard mitigation grants.
16. Performs other related job duties as assigned.

ENGINEERING SERVICES

As part of the Land Development Division, the County Engineering Section's staff provides site design review services for private commercial and residential development projects, as well as activities within County rights-of-way. Staff members coordinate pre-design meetings with property owners, developers, the Florida Department of Transportation (FDOT), city staff, regional and state agencies. The goal is to ensure safe portals and best management practices consistent with Polk County policy.

The scope of services of the Engineering services may include but are not limited to the following duties:

1. Provide comprehensive review of land development projects to ensure compliance with the Polk County Land Development Code, Polk County Utility Code, and other applicable design standards. This may include stormwater design review, transportation system design review, traffic study analysis, subdivision design review, water/wastewater system design review, planning/zoning review, landscape design review, flood plain management, wetland/natural resource impacts, or any other component of Land Development review.
2. Provide technical information and assistance to the Utility or Roads and Drainage Divisions as it relates to Land Development projects.
3. Oversee and provide project management services for Land Development related improvement projects to public infrastructure.
4. Provide technical information and assistance to the Building Official and other County staff in the interpretation and application of Land Development Code requirements.
5. Assist in the application of the County's floodplain ordinance, regulations, policies, and procedures, and inspection processes related to floodplain management.

6. Review and evaluate impacts on natural resources such as wetlands. May include site visits for delineation and functionality review, interagency coordination, and compliance review.
7. Conduct site visits, respond to specific complaints, and document observations related to land development enquiries.
8. Assist in mediating land development related complaints.
9. Meet with and explain land development requirements to community leaders, citizens, and the general public.
10. Appear as a witness involving floodplain violations.
11. Assist in coordination of disaster response and recovery efforts.
12. Assist in coordination of hazard mitigation grants.
13. Performs other related job duties as assigned.

The County shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in the agreement 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.

SPECIFICATIONS

1. Regular work hours will be performed Monday through Friday excluding County holidays. Official operating hours (in most cases) will be 8:00 a.m. to 5:00 p.m. for most positions or 7:00 a.m. to 4:00 p.m. for inspector staff, with a one-hour break for lunch. The User Division requesting the staff will determine the number of hours worked daily, the length of time the staff is required, and the total number of staff required. The County will only pay for hours worked; the County will not pay holiday pay.

The following is a listing of those holidays:

- a. New Year's Day
- b. Martin Luther King Jr., Day
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Veteran's Day
- g. Thanksgiving Day and the day after

12. Time sheets must detail out the time worked with a deduction for lunch. The County will pay only in 15-minute increments, not less. If time is not posted on the quarter hour, it will be rounded up or down to the nearest quarter hour. If the time falls under seven (7) minutes of the quarter hour, it will be rounded down; if it is seven (7) minutes or more of the quarter hour, it will be rounded up. Time sheets must accompany all invoices and be billed at the negotiated billing rates.
13. Firms must possess the capability of providing background checks for any staff requested by the County.
14. The firm will be responsible for performing and verifying all background checks before a Temp can be provided to the County.
15. The County will request confirmation of such background checks/screening and the documented results. The County may request additional background or other checks including criminal background checks and fingerprinting of all staff being provided. The Firm shall not be required to re-screen existing staff assigned to a project. Background checks will be provided to the Human Resources office and shall include but not limited to the following:
 - a. Pre-employment drug screening
 - b. Authorization to work in the United States
 - c. Statewide criminal check (going back at least 10 years)
 - d. Nationwide criminal check/discovery (checks state criminal records and sexual predator databases for all states)
 - e. Motor Vehicle/Driving Record
16. Staff must notify the Land Development Representative immediately if the assignment given to them is a conflict of interest. A conflict of interest includes, but is not limited to, the project being inspected, or plans being reviewed is being developed, designed, and/or constructed by the staff's employer, family member, or will result in a direct/indirect financial gain or any other type of gain to the Temp, a family member, and/or employer.

AGREEMENT

The Master Consulting Agreement will be for five (5) years unless otherwise terminated in accordance with the master service 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
- f) Provide a list of the trades you are proposing to provide staff augmentation for. (Proposers should be able to provide staff for a minimum of two trades)

Tab 2 Approach to the Project (35 points)

(Maximum of four (4) pages)

- a) Describe the specific abilities of the firm/ personnel to be assigned to these services in regard to this approach. Include any additional information not directly cited in the scope of services.
- b) 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.
- c) 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.
- d) 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)

- Provide four (4) projects in which the proposer has 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 professional services. Proposers should provide a minimum of (1) one project for (2) two of the (4) four types of trades (surveyor, inspector, flood plain management and engineer) and one 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 the trade they will be augmenting, 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 firms. To that end we encourage all of our prime and professional services firms to utilize W/MBE firms 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 Land Development 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, FDOT, SFWMD, FEMA, US Army Corps and local municipalities 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)

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 16-19.

- Each Selection Committee member shall score each Proposal on the following evaluation criteria:
 - Approach to the Project (Tab 2) 35 points
 - Experience, Expertise, Personnel & Technical Resources (Tab 3) 40 points

- Interaction w/ County & Regulatory Agencies (Tab 6) 5 points
- Subtotal Points: 80 points

by the following process:

- 1) Each Selection Committee member shall determine which of the following descriptions applies to each of the foregoing evaluation criteria:
 - EXCELLENT (1.0): Of the highest or finest quality; exceptional; superior; superb; exquisite; peerless.
 The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited an exceptional and superior degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver far beyond expectation.
 - VERY GOOD (0.8): To a high degree; better than or above competent and/or skillful.
 The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a very high degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver beyond expectation.
 - GOOD (0.6): Having positive or desirable qualities; competent; skilled; above average.
 The Proposer provided information for a given criteria that satisfied the requirements and described specifically how and what will be accomplished in such a manner that exhibited a skillful and above-average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at the expected level.
 - FAIR (0.4): Average; moderate; mediocre; adequate; sufficient; satisfactory; standard.
 The Proposer provided information for a given criteria that satisfied the requirements and described sufficiently how and what will be accomplished in a manner that exhibited an adequate and average degree of understanding, skill, and competency, both qualitatively and quantitatively. The facts included in the narrative (including all supporting

documentation, diagrams, drawings, charts, and schedules, etc.) demonstrate the Proposer's ability to perform and deliver at a level slightly below expectation.

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

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

- UNACCEPTABLE (0.0):

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

- 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 \$100,000 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 Consultants; 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 and shall be primary to any other available insurance.

Professional Liability Insurance. \$2,000,000 to include, but not limited to, design, surveys, and engineering errors and omissions, inclusive of defense costs. The 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

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

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/business/procurement/> . 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 proposing 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

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 the proposal with their 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 Proposal 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/business/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 consultant 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 consultant or subcontractor. The consultant acknowledges and agrees that (i) the County and the consultant may not enter into this Agreement, and the consultant 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 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 subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The consultant 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 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 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.

Prohibition Against Considering Firm Interests: In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Firm's social, political, or ideological interests when determining if the Firm is a responsible firm; or (ii) give preference to a Firm based on the Firm's social, political, or ideological interests.

PUBLIC RECORD LAWS

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

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

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

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

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

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

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

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

Scrutinized Companies and Business Operations Certification; Termination.

A. Certification(s).

- i. By its execution of this Agreement, the Firm hereby certifies to the County that the Firm is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Firm engaged in a boycott of Israel, nor was the Firm on such List or engaged in such a boycott at the time it submitted its proposal, 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 Firm further certifies to the County as follows:
 - a) the Firm is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
 - b) the Firm 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 Firm is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
 - d) the Firm 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 Firm hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Firm 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 Firm 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 Firm is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
 - ii. The Firm 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 Firm 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 proposers and submitted with their proposal 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 proposal 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 firm must complete and submit this form prior to award. The Successful firm must invoice using the company name listed above.

EXHIBIT 1

DETAILED INSTRUCTIONS ON HOW TO PREPARE AND SEND PERFORMANCE SURVEYS

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

Sending the Survey

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

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

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

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Professional Services for Hillsborough County Land Development), Etc.
COST OF SERVICES	Cost of services (\$20,000)
DATE COMPLETE	Date when the services were completed. (i.e. 5/31/2020)

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

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

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

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

Preparing the Surveys

1. The Consultant is responsible for sending out a performance survey to the clients that have been identified under Tab 3. The survey can be found on the next page.
2. The Consultant should enter the past clients' contact information, and project information on each survey form for each reference. The Consultant should also enter their name as the Consultant being surveyed.
3. The Consultant is responsible for ensuring all references/surveys are included in their submittal under Tab 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 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

To: _____ (Name of Person completing survey)

_____ (Name of Client Company/Consultant)

Phone Number: _____ Email: _____

Subject: Past Performance Survey of Similar work:

Project name: _____

Name of Firm 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 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

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

PROPOSALDER 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)

PROJECT NAME: 25-625, Engineering Staff Augmentation Services for Land Development
(CCNA)

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 subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Consultant or subcontractor. 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 subcontractors to provide an affidavit attesting that the subcontractor 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 subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the 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 _____, 20__.

ATTEST:

CONSULTANT:

By: _____
PRINTED NAME: _____
Its: _____

By: _____
PRINTED NAME: _____
Its: _____

September 17, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #1

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Contained within this addendum: Questions and answers.

Tabatha Shirah

Tabatha Shirah

Sr. Procurement Analyst

Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

Addendum #1

Question 1: Can the County allow us to submit Polk County Survey Questionnaires that were solicited and completed by our clients for previous Polk County RFP's?

Answer 1: 1) Yes, surveys from prior RFP submittals may be used if they meet the following criteria.

- i. The survey questions are the same
- ii. The scope of work of the prior RFP survey you are submitting is similar to the scope of the work of this RFP.
- iii. The survey submitted is for one of the projects identified under Tab 3.
- iv. If submitting a survey from a prior RFP, please manually strike through the RFP number and name on the top of the survey and write in the appropriate RFP number and name that matches the RFP you are submitting a proposal for.

Question 2: Can firms provide staff to cover all trades even if we're not submitting on all trades?

Answer 2: Firms are only required to submit resumes for staff or subconsultants for the trades they are proposing to perform. Evaluation and selection will be based solely on the experience submitted in the proposal. Trades for which a firm does not submit experience will not be considered for staff augmentation services.

October 2, 2025

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

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Contained within this addendum: Questions and answers.

Tabatha Shirah

Tabatha Shirah

Sr. Procurement Analyst

Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

Addendum #2

- Q1:** Could you confirm the process for submitting the Cost Tab? The RFP refers to uploading it as an Excel file, but I would like to verify if there are any additional content instructions or formatting requirements?
- A1:** Not applicable, there is no Cost Tab for this RFP. RFP Package, page 4 states *“Please only upload your documents as a PDF or Excel file for the Cost Tab, **if applicable.**”*
- Q2:** Who does Polk County recognize as an approved criminal background checks/fingerprinting, and drug screening company for completing Specifications Item 15? Does such company only need to be approved by the State of Florida or does Polk County have an approved list of companies for these services?
- A2:** The Proposer must have the capability to conduct background checks; however, the County does not require the Proposer to use an approved vendor list.

October 3, 2025

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM #3**

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Contained within this addendum: Question and answer.

Tabatha Shirah

Tabatha Shirah

Sr. Procurement Analyst

Procurement Division

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

Signature: _____

Printed Name: _____

Title: _____

Company: _____

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

Addendum #3

- Q1:** As currently worded, we believe that the indemnity provision located on page 25 of your RFP is not in compliance with FL Statute 725.08 and is unenforceable. Would the County consider rewording same to conform with the statute? Suggested language per FL Statute 725.08: *“The design professional shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.”*
- A1:** The RFP indemnity language will remain unchanged at this time. Minor adjustments may be made to the indemnity language during negotiations with the elevated consultants.

EXHIBIT A-II

TAB 1: Executive Summary

EXECUTIVE SUMMARY

Dewberry Engineers Inc. (Dewberry) is eager to continue and expand our partnership with Polk County (County). We have a longstanding history with Polk County, and have provided similar support services and frequent collaboration in engineering, planning, design, construction, operation, monitoring, construction inspection, and support. Dewberry is a multidisciplinary firm with a proven history over the last 65 years of providing professional engineering services to public- and private-sector clients. We offer a wide range of seasoned in-house engineers, inspectors, surveyors, planners, and environmental scientists who match the scope of professional services required to support this contract.

Dewberry clearly understands Polk County's opportunities and challenges. We also have a unique insight into regional needs and work experience with the County's partners. Our portfolio exemplifies our ability to work collaboratively to identify, plan, engineer, and construct projects throughout Central Florida. Dewberry offers the County a team with wide-ranging experience that will be drawn upon to inform our approach, avoid fatal flaws, and identify opportunities to implement operational flexibility to manage these projects. **Our team's history and experience makes Dewberry the right professional partner for Polk County.**



Christopher Allen, PE, Project Manager (PM), is responsible for overall project management, including contract administration, budget management, invoicing, monthly status reports, project scheduling, and coordination with the County and the Dewberry team. **As the**

project manager, Christopher is your "go-to" person for meeting project goals and is supported by company officers to drive success for Polk County. He is a proven manager and has supported the County on projects such as the Harmony at Lake Eloise Community Development District (CDD) and the Hawthorne Mill North CDD in Lakeland. Christopher is a registered professional engineer with 16 years' experience working in public and private land development design, stormwater design and modeling, water distribution, sewer collection design, and project permitting. Christopher has provided review and staffing support services to other clients such as Northwest Florida Water Management District and the Central Florida Expressway Authority.



Robert Beltran, PE, is our **Principal-in-Charge (PIC)**. Robert has 28 years of design, construction administration, regulatory, and project management experience. He was the design manager on the Polk County Utilities (PCU) Program Management team and has extensive

experience and knowledge of PCU's water, wastewater, and reclaimed systems. **Robert is also the former Executive Director of Southwest Florida Water Management District (SWFWMD) and serves on the Polk County Planning Commission.** This provides him a unique understanding of Polk County's water supply needs and regulatory challenges affecting the County's future.



CONTACT

Robert Beltran, 1479 Town Center Drive, Suite D214, Lakeland, FL 33803 | 863.345.1470 | rbeltran@dewberry.com



YEARS IN BUSINESS

Dewberry was established in 1956 and has been in business for over 65 years.



NUMBER OF FULL-TIME EMPLOYEES

320+ Personnel in Florida; 2200+ Personnel nationally in 41 Disciplines



SECRETARY OF STATE

Certificate Number: F0000007242 (certificate located in this section)



STATE OF FLORIDA LICENSE

License Number: 8794 (license located in this section)



Bill Hinkle, PSM, will serve as the **Survey Lead**. He is a senior Survey Project Manager with 45 years' experience. His survey experience includes platting, geodetic, design, right-of-way, mapping, subsurface utility engineering, horizontal and vertical control, topographic, and construction.



Paul Dukhi will serve as the **Inspection Lead**. He is an experienced construction manager with 26 years' experience planning, evaluating, budgeting, and scheduling. He is committed to providing solutions for challenging site conditions and maintains the utmost quality of service.



Scott Ethier, PE, will serve as the **FEMA and Floodplain Management Lead**. Scott is a senior water resources engineer with 25 years' experience in solving complex water sector issues for governmental clients. He provides senior technical support in applied GIS and water resources engineering.



Alba Mas, PE, will serve as overall **Engineering Services Lead** and will be responsible for the civil site elements of this project. Alba brings more than 35 years of experience in environmental resources permitting and natural systems projects.

Each member of our team has been selected for their expertise and understanding of a wide range of technical, engineering, scientific, environmental, and architectural services to assist with projects in the County's work program to support the planning, design, acquisition, construction, operation, monitoring, and maintenance of the County's water resources facilities, water quality projects, environmental lands/natural areas, and parks.

Understanding of Scope of Services

Dewberry has provided planning, design and environmental science, and permitting support services to Polk County since 2001. Our project experience includes utility coordination and design, railroad coordination, right-of-way (R/W), surveying and mapping (including bathymetry), and value engineering. Our engineering project experience includes wetland and ecosystem operations, evaluation of drainage or flooding problems, water quality issues, wetland assessments, baseline reports for easements, and stormwater assessments.

Dewberry has given support services to other clients across the state; assisting state and local municipalities when their workloads exceed their staffing capacity. Our team is experienced in providing:

- Drainage calculations and watershed modeling
- Site inspections
- Surveying
- Plating
- Geographic information system (GIS) mapping and analysis
- Data analysis
- Scientific investigations

We use this experience to efficiently and effectively provide reviews in a timely manner while remaining a cost-effective solution for our clients.

Previous Experience

Our team intends to continue being considered a Polk County partner because of our performance. Dewberry's excellence is substantiated through the County's services project and task evaluations, which remain above average. Our team has successfully delivered services on schedule and as efficiently as possible. We deliver value through service with our project approach, which includes highly collaborative problem-solving, quality review, and the ability to work with a multitude of professionals to seek peer review and solicit input for natural system engineering.

Our team of engineers has provided the same services requested for this project to Polk County Utilities. With a large, local office with over 20 professionals, we are ready to fully partner with Polk County. Through our previous experience, we are aware of the timing, sequencing, and direct communication needed to achieve positive results.

Other staff extension project history examples include the ongoing Plant City Engineering Development Review, where we review all new development plans in accordance with the City's standards for transportation, roadway, and site stormwater design and Hillsborough County stormwater requirements.

Other Polk projects include the PRWC and the PCU General Engineering Contract (GEC). Dewberry is proud to have worked on the Harmony at Lake Eloise CDD, supported by Christopher Allen and Nicole Stalder along with a majority of our proposed leads for this project.

In addition to our land development and construction experience in Central Florida, Dewberry has added value to the County due to our extensive experience working collaboratively with stakeholders throughout Polk County. We have a strong track record of meeting project budgets and schedules. We strive to minimize change orders and maximize every dollar spent to provide improvements that operate efficiently and reliably. Why? Because Polk County is our home.



Secretary of State Documentation



State of Florida License Certification

TAB 2: Approach to Project

APPROACH TO PROJECT

Overview

As a constant partner with Polk County, we understand your unique needs and apply our local expertise to every project while meeting the County's goals. Our strength in understanding local conditions allows us to bring our expertise to every project while meeting County standards and requirements. For this scope of services, **our project manager, Christopher Allen, PE** will serve as your main point of contact, reviewing task orders, and assigning the right team members to provide top-quality service. **Our vast experience with past projects supporting Polk County, demonstrates our team's skills and resources in the anticipated work areas.**

A project's success depends on a team's ability to deliver a quality finished product within established budget and schedule frameworks. Dewberry has built its reputation on the reliability of our project delivery coupled with innovation and engineering excellence. We have established a tailored project management methodology using the latest Earned Value Management techniques and tools to deliver the highest value and quality results.

Project Management

The first step in initiating a successful project is to meet with the County's team to review specific project objectives and identify all areas to be analyzed and addressed to maximize project success. **Christopher will oversee each assignment, matching the right local expertise to the needs of the County.**

Dewberry's quality of service is directly related to the quality of our staff. Our philosophy of *"hiring the best in the industry and allowing them the latitude to do their job"* is why we are able to retain our experienced staff far longer than industry averages. **Our experienced staff combined with our commitment to safety and quality, confirms that our clients receive accurate and consistent services.**

The staff on Dewberry's team who are available to work this project has a deep understanding of Polk County's land development regulations, having worked on numerous development projects throughout the County over the past 20 years. This, combined with our knowledge of the SWFWMD's regulations, enables our team to deliver seamless and efficient service to Polk County under this contract.

Our project management approach is collaborative with knowledge shared and project approaches refined based on technical and scientific expertise from the Polk County team and their partners. Project reporting is an essential part of many grant-funded projects, and our team will use the project progress meetings to provide quarterly and annual reports on the status of the project, and track schedules and budget risks. Scott, our FEMA funding expert, will review all reporting requirements for compliance.

Project milestones largely drive the remainder of project management. For example, any field evaluations or data collection performed will be summarized during the progress meetings. The next series of project milestones include design, engineering, and permitting. The development of probable costs, specifications that can be implemented, and informative bid documents are necessary for effective project management.



OUR TEAM lives and works in Polk County and has the capacity to provide quick responses for projects. **Robert Beltran** and **Scott Ethier** are well known to your staff and have worked on numerous projects with Polk County.

LOCAL TEAM. LOCAL SUPPORT.



• 25



LOCAL EMPLOYEES
IN POLK COUNTY

• 24



YEARS IN PARTNERSHIP
WITH POLK COUNTY

• 68



PROJECTS WITH
POLK COUNTY

Firm Services

Leveraging our experience in the following key service areas will allow us to complete the required staff augmentation services. We have a diverse project portfolio that encompasses solutions to meet the regulatory and operational needs while improving quality of life in the communities where our own team members work and live.

STAFFING MANAGEMENT

We use several techniques for manpower loading, task planning, and milestone determination, typically generating a detailed project work schedule that efficiently allocates project resources, tracks costs, and manages the critical path schedule. Dewberry understands that in order to continue to build trust and confidence in our team, it is imperative that we offer a team with the availability and commitment required to deliver throughout the term of this contract.



LAND DEVELOPMENT/REDEVELOPMENT AND PLANNING

When it comes to land development and planning for Polk County, our team has worked on several developments and understands the County's requirements and the importance of approaching this process through a comprehensive lens. Our team brings proven experience in conceptualizing master planning and turns that into an efficient, sustainable design. Our specialists apply their expertise in assessing the physical properties of a site and consider the impact that development will have on the economy, environment, and social welfare of the associated communities. We incorporate master planning, entitlement, and jurisdiction planning into our overall concepts.



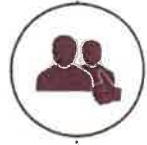
CONSTRUCTION ENGINEERING INSPECTION

Dewberry has conducted extensive construction engineering and inspection (CE&I) activities throughout Florida for many local governments and agencies over the last 20 years. Our local professional, certified, and knowledgeable inspectors have a track record of holding the contractor accountable and making sure that the client is delivered quality products on schedule. Dewberry is Florida Department of Transportation (FDOT) prequalified in Group 10 - Construction Engineering Inspection and is also providing inspection services on the new sheriff training facility.



PUBLIC RELATIONS

Understanding the critical importance of public trust, our approach to community relations management leverages digital tools and best practices to foster transparent, two-way communication. Our PIC currently serves as the Chairman of the Planning Board and understands the importance of hearing citizens' concerns. Open and effective communication is essential to the successful completion of any project. This is best accomplished by developing a plan tailored to the surrounding community potentially impacted by the project.



SURVEY SERVICES

Our local Lakeland survey staff can deliver fast and accurate collection of topographic data, a thorough understanding of boundary surveys, reviewing construction plans and accurately collecting and depicting as-built surveys, and many more. Dewberry has performed several utility conflict surveys using state-of-the-art ground penetrating radar technology to locate buried utilities and other structures. We possess the experience, personnel, equipment, and computer processing resources to provide in-depth support for a wide variety of surveying and mapping tasks, including those identified in the scope of services.



FLOODPLAIN COMPLIANCE

Our Dewberry team is highly adept at projects within Special Flood Hazard Areas, which are regulated by the municipalities and administered by their designated floodplain administrator. For these projects, we will coordinate with the local administrator to seek the municipalities' specific floodplain development permit requirements, and we will prepare the necessary floodplain calculations and models to demonstrate compliance with the site-specific floodplain requirements, as per the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP).



Project Team Management

Our commitment is to provide a readily available, responsive team from start to finish for Polk County. We know it is imperative to offer personnel with the availability and commitment required to deliver throughout the term of this contract. We have more than adequate staffing available to complete the required services on schedule, including backup staffing capability in the event of unforeseen circumstances. Christopher will see that the team remains dedicated through completion of each aspect of your project and that additional personnel are made available as needed. **Christopher is experienced in coordinating and assigning the appropriate team members to a project.**

He will provide the County with regular updates on the status of a project and will re-evaluate team members as needed. From notice-to-proceed through the completion of the project, our team has the capacity to work and prioritize the County's goals. The personnel listed in this submittal will be available for and assigned to the projects given by Polk County. Based on their availability, we have ample capacity to tackle all of the proposed scope of services tasks for the County under this contract.

Staff Management

Through our extensive experience managing professional service contracts of varying scopes, Dewberry's team has perfected management of resource allocations and responding to unexpected project needs. The key to Dewberry's management program is our ability to clearly define, at the outset of the project, the client's goals and objectives, cost and schedule requirements, and individual and team responsibilities. We use several techniques for manpower loading, task planning, and milestone determination, typically generating a detailed project work schedule that efficiently allocates project resources, tracks costs, and manages the critical path schedule.

Keeping our personnel dedicated to the County's tasks as assigned is a key commitment of our management team. Weekly staff meetings and regularly held project status meetings allow for daily outlooks of workload and assessments for potential resource reassignments. These regular check-ins keep all parties accountable and clear on commitment developments.

Additional Resources

Although local offices are typically used for everyday assignments, Dewberry can tap additional office personnel to progress project needs. In addition to the personnel identified here, we also have additional qualified staff in the region and more than 2,200 employees across the U.S. to call upon as needed for supplementary and complementary resources.

WE'VE GOT YOU COVERED

Through our local responsible office in Lakeland, additional support offices nearby, subconsultant involvement, and immediately available project team, Dewberry is ready to commit our expert resources to the County. Having key personnel consistently available improves task work flow and knowledge transfer.

We have personnel ready to serve the County with any additional capacity required. Regional leaders have authority to bring in highly skilled resources regardless of location, as needed, to meet project objectives.

Dewberry also routinely consults with our firm-wide subject matter experts. **These experts in their respective fields are easily available and continue to add value to our local team in serving the County.** Having assignments spread evenly amongst task groups and promoting cross-office workshare and/or subconsultant use also keeps workload steady while not overwhelming. Our project management team will make sure that the team remains dedicated through completion and that additional personnel are made available as needed.

QUALITY AND COST CONTROLS

Schedule and Budget Control

Applying the proper tools and techniques for tracking and reporting progress, schedule, and budget are essential to meeting project objectives. Complying with schedule and budget starts with understanding the time and cost constraints at the outset. To check adherence to your schedule and budget expectations, Dewberry routinely uses the following steps:

- Work breakdown structures, including key milestones for all deliverables
- Resource-loaded schedules to set baselines and track work efforts against established metrics
- Critical-path method (CPM) schedule tracking, allowing us to focus on tasks that are most pressing and to manage float in schedules
- Earned value analysis, giving our project manager backward- (cost-to-date) and forward-looking (cost-to-complete) projections of anticipated costs

Using these methods, our project managers identify potential schedule and cost variances early and makes adjustments so that projects can be completed on schedule and within budget. When scope or schedule changes are identified that require resolution, we will promptly notify the County in writing, including plans to proactively address them.

Quality Assurance/Quality Control

Dewberry's commitment to quality in the design and construction (post-design) phases is demonstrated throughout our experience and references included in this proposal. **Nicole Stalder, PE, LEED**, a Vice President and Business Unit Manager at Dewberry with 24 years of experience, will serve as the QA/QC Officer for this contract. She will confirm that our project-specific Quality Management Plan, submitted immediately following a task order notice to proceed, is implemented throughout the design and for every deliverable of each project.

DEWBERRY'S QMS HAS BEEN CERTIFIED TO MEET ISO STANDARD 9001:2015 BY NATIONAL QUALITY ASSURANCE.



DEWBERRY'S PROCESS described in our Quality Management Plan seamlessly threads into our corporate vision for providing quality products and services as the highest value to our clients. Dewberry commits to providing complete satisfaction with our performance on this project.

Dewberry requires subconsultants to follow our plan or submit their own QA/QC plan for our approval. Constructability reviews are performed with a focus on identifying issues that could affect construction time or costs and confirming that the work has the appropriate quantities and pay items. Prior to submittal of any work product to the County, we will complete a rigorous QC review.

QC reviews are built into the project schedule and provide enough time prior to a submittal date to make the necessary corrections for any task completed.

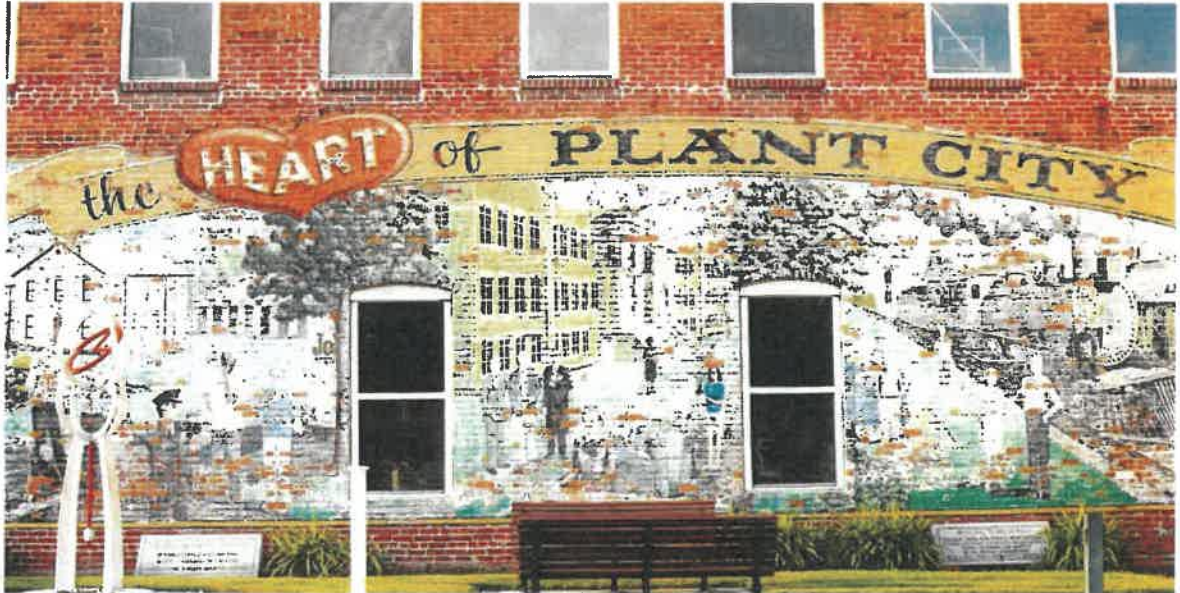
The purpose of the QC review is two-fold:

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

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

TAB 3: Experience, Expertise, Personnel,
and Technical Resources

EXPERIENCE, EXPERTISE, PERSONNEL, AND TECHNICAL RESOURCES



Professional Staff Extension for Engineering Development Review Plant City, FL

Dewberry team members provide plan reviews and engineering development reviews for the City of Plant City. We review all new development plans in accordance with the city's standards for transportation, roadway, site stormwater design, and Hillsborough County stormwater requirements. We submit our comments to the City Engineer and collaborate with the developer's engineer to make sure that necessary information is relayed to the project's engineer of record. Key staff for this project include Alba Más, PE as Project Manager and Robert Beltran, PE, DBIA as Principal-in-Charge.

Requested Information

Project Size
Varies

Project Costs
\$23,519.95

Project Representative
Lynn Spivey
1500 Victoria Street
Plant City, FL 33563
813.757.9190
lspivey@plantcitygov.com

Project Dates
2021-2025

Firm's Responsibility
Prime

Change Orders
None

Time Extensions
N/A



NFWMD Water Resources Engineering, Assessment, Design Services and Cooperating Technical Partner **Multiple Locations, Northwest Florida**

Requested Information

The NFWMD is tasked with overseeing the quantity and quality of surface and ground water and environmental resources for the 16-county area of Northwest Florida. Dewberry's NFWMD water resources project portfolio includes water resource assessments that result in stormwater and flood improvements, address wastewater and water supply needs at the local and regional scale, restore historical wetlands or treatment wetlands, provide stream restoration, water quality improvements, and restore aquatic habitats. Additionally, under this agreement Dewberry provides task specific engineering and environmental services including surface and ground water modeling and environmental permitting review support.

Dewberry project taskings include providing engineering and environmental review services for the NFWMD's Environmental Resource Permitting (ERP) program. In support of this effort, Dewberry engineers evaluate ERP project applications including project plans, environmental resource impacts, stormwater treatment systems, and other technical submittals received by the district for adherence to regulatory design and treatment performance standards allowing the district to maintain its regulatory level of service standards.

As a Technical Partner, Dewberry has continuously supported the District's Flood MAP Program since 2004, providing map modernization and Risk MAP services throughout its 16-county jurisdiction. Dewberry's experience on the District's projects includes scoping, discovery, riverine modeling, and coastal analyses, to name just a few. Dewberry has helped the district deliver effective flood study products for 14 of its 16 counties, created over 6,800 miles of 2-D Level C base level engineering analysis for eight of the district's watersheds, and has led the coastal analyses for the district's 500+ miles of coastline in an effort to provide information about the existing flood hazard in all flood prone areas in the watersheds in support local Flood hazard mitigation efforts.

Project Size
16 Counties

Project Costs
\$84,320.00

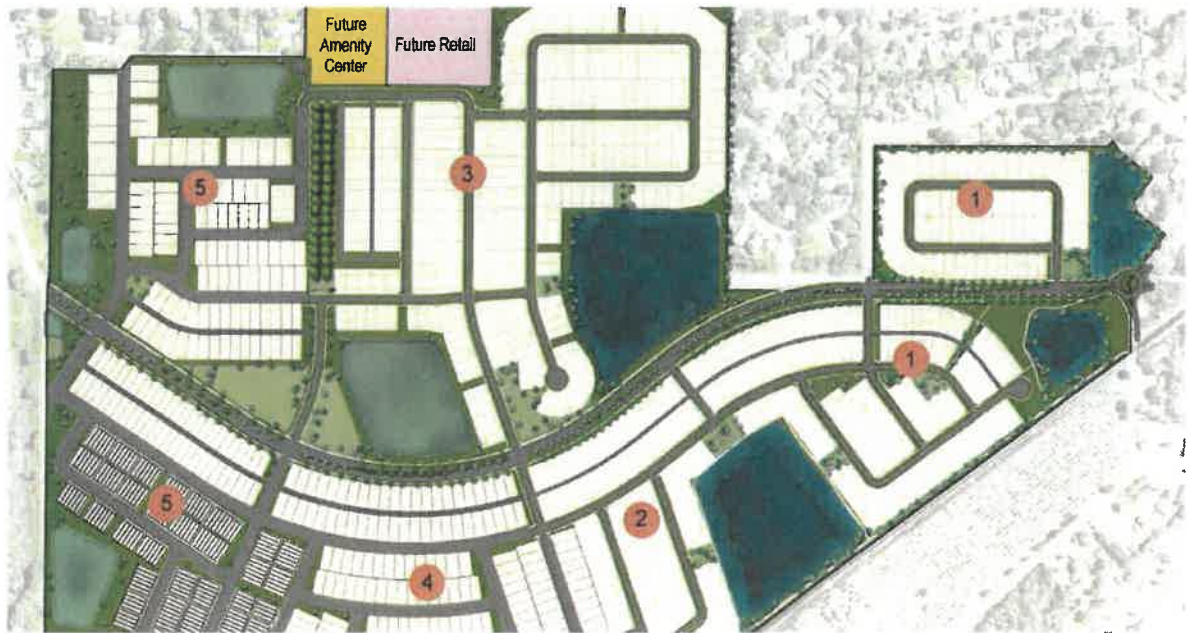
Project Representative
Andrew Joslyn
81 Water Management Drive
Havana, FL 32666
850.539.5999
andrew.joslyn@nfwwater.com

Project Dates
02/2025-Ongoing

Firm's Responsibility
Prime

Change Orders
None

Time Extensions
N/A



Harmony at Lake Eloise Polk County, FL

Harmony on Lake Eloise is a 354.37-acre master planned, residential community with 1,163 residential units located in the City of Winter Haven, FL. As both design engineer of record and district engineer, we have been responsible for providing the master utility design for the water, and sewer, systems; in addition to, master stormwater modeling for the watershed that the Harmony on Lake Eloise CDD is in for stormwater management design.

Requested Information

Project Size
354.37 acres

Project Costs
\$850,000.00

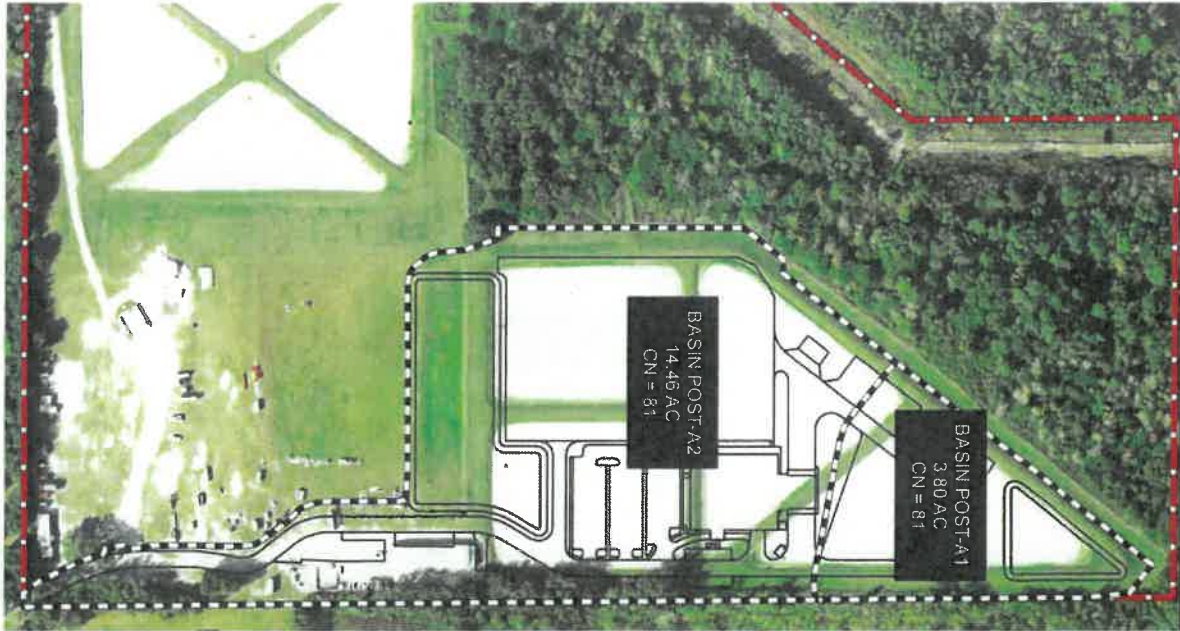
Project Representative
Alex Madison
1064 Greenwood Blvd,
Suite 200
Lake Mary, FL 32746
407.850.3033
alexmadison@forestar.com

Project Dates
2021-Ongoing

Firm's Responsibility
Prime

Change Orders
None

Time Extensions
N/A



Polk County Fire Training Center Polk County, FL

Dewberry prepared a Boundary Survey drawing that reflects field survey, along with a legal description and final monumentation. Dewberry also performed a Topographic Survey of the property and adjacent roadways, as well as performed a subsurface utility engineering (SUE) investigation within the limits of the project.

Topographic Surveys and Design Surveys: Dewberry performed a Topographic Survey of the property and adjacent roadways; created a digital terrain model for the site that included the location of significant features and above ground evidence of sub-surface utilities; and provided final drawings that reflected one (1)-foot contours. This survey was prepared in accordance with the Standards of Practice set forth in Chapter 5J17-052 of the Florida Administrative Code.

Boundary Surveys: Dewberry prepared a Boundary Survey of the site; located all improvements within the premises, beyond adjoining roadways, and within five feet of perimeter boundaries to verify encroachments; prepared a Boundary Survey drawing that reflects the field survey, along with a legal description and final monumentation. Dewberry also reviewed the title work provided and plotted all identifiable encumbrances therein and supplied a certified survey to the appropriate parties.

Legal Descriptions and Sketch of Descriptions: Prepared a Boundary Survey drawing that reflected the field survey, along with a legal description.

SUE: Information was obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Through the use of electronic radio wave measuring devices, Dewberry verified and expanded on the markings made as a result of the Sunshine One Call for this project.

Requested Information

Project Size
Varies

Project Costs
\$51,380.00

Project Representative
Steve McMillan
58 Lake Morton Drive
Lakeland, FL 33801
863.534.5527
stevemcmillan@polk-county.net

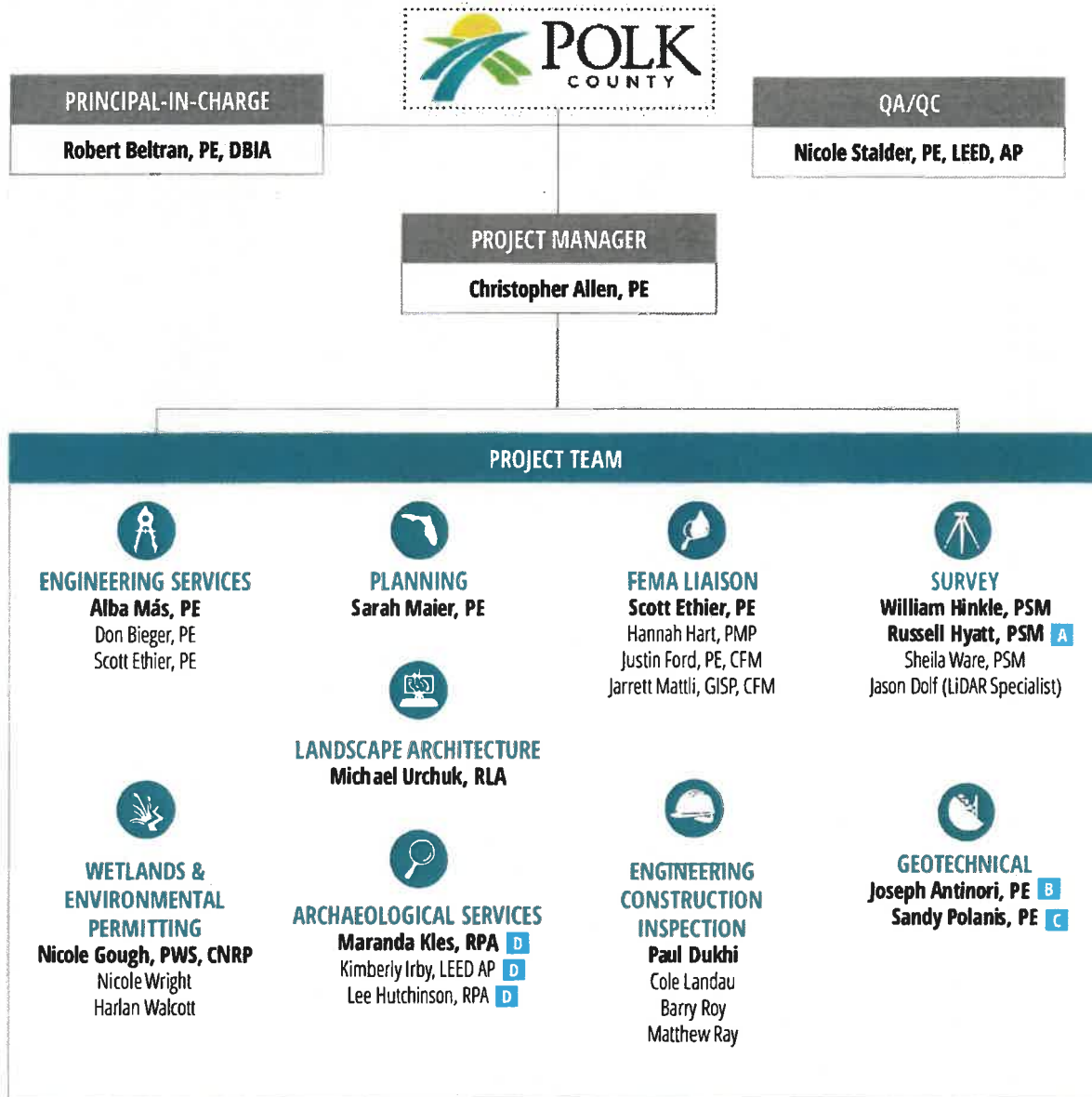
Project Dates
2023-2024

Firm's Responsibility
Prime

Change Orders
None

Time Extensions
N/A

Organizational Chart



Bold is Key Personnel **A** Hyatt Survey Services, Inc. **B** Tierra, Inc. **C** Diversified Professional Services (DPS) **D** Archaeological Consultants Inc. (ACI)



Robert Beltran, PE, DBIA PRINCIPAL-IN-CHARGE

EDUCATION

MS • Tulane University •
Environmental Engineering

BS • Tulane University • Civil
Engineering

YEARS OF EXPERIENCE

Dewberry • 8

Total • 30

LICENSES AND REGISTRATIONS

PE • FL

Designated Design-build
Professional

Certified General Contractor

AFFILIATIONS

Water Environment Federation
(WEF)

American Water Works
Association (AWWA)

Florida Engineering Society
(FES)

Robert Beltran, PE, DBIA, is a top expert on Florida water issues, from utilities to natural systems with extensive experience in contracting requirements, including scoping, budgeting, advertising, and negotiating construction activities and contracts. He is a designated Design-Build Professional through the DBIA, and his expertise includes multiple forms of project delivery, such as design-build, progressive design-build, construction management-at-risk (CMAR), and owner's agent. He has assisted many clients with challenging projects of varying sizes, from small public works projects to large-scale, multi-phase infrastructure and facility development programs. Robert is also the former Executive Director of SWFWMD and serves on the Polk County Planning Commission, providing him a unique understanding of Polk County's water supply needs and regulatory challenges affecting the County's future.

Peace Creek Watershed Restoration Study, Polk County, FL, Principal-in-Charge

Dewberry provided oversight for the develop an approach to estimate the environmental benefits to the Peace Creek Watershed through the implementation of a regional approach. Through the County's multiple regulatory efforts and collaboration with its government partners, the County identified restoration opportunities in various states of planning and development and used that information to develop an approach to estimate wetlands hydroperiod needs at the regional scale.

Saddle Creek/Audubon Tract Restoration, Polk County, FL Principal-in-Charge

Dewberry provided leadership and Technical Oversight for the assessment of the feasibility of routing Saddle Creek offline, through Audubon property, to receive further treatment through wet detention and then flow through created wetland system before discharging back into Saddle Creek, north of Lake Hancock to improve water quality and reduce TP concentrations.

Polk County Water Resource Project Development, Polk County, FL, Principal-in-Charge

Dewberry provides water resource guidance, planning, and assistance with regulatory and funding programs. These efforts include monthly water resources coordination meetings and, when needed, assisting the PCU with maintaining or gaining regulatory compliance and permitting. Additionally, Dewberry provides general hydraulic modeling and development review services to support the decision-making process and assists the County in prioritizing capital improvement projects.

Polk County Fire Training Center, Polk County, FL, Principal-in-Charge

Dewberry prepared a boundary survey drawing that reflects field survey, along with a legal description and final monumentation. Dewberry also performed a Topographic Survey of the property and adjacent roadways, as well as performed a SUE investigation within the limits of the project.

Gibson Oaks Water Production Facility Pipeline Design and Construction, Lakeland, FL, Principal-in-Charge

Dewberry provided design and construction management for the installation of 35,000+ feet of potable and raw water pipe to connect the Gibson Oaks Regional WPF to remote wells and surrounding distribution system. The project also included some potable water pipe improvements that prepared the distribution system for increased future flows.



Christopher Allen, PE PROJECT MANAGER

EDUCATION

BSCE • University of Central
Florida • Civil Engineering

YEARS OF EXPERIENCE

Dewberry • 11

Total • 16

LICENSES AND REGISTRATIONS

PE • FL

AFFILIATIONS

American Society of Civil
Engineers (ASCE)

With 16 years of diverse expertise in public and private land development design, stormwater design and modeling, water distribution, sewer collection design, and project permitting across Florida, Christopher offers a wealth of experience in land development design. He has worked in a broad range of site/civil work, including industrial, residential, and commercial applications. He is experienced in all phases of project design from due diligence for site selection to project closeout. His skill set extends to resilience planning, entitlements, and land use construction management for clients in both the public and private sectors. He regularly guides projects from inception to construction closeout.

Harmony at Lake Eloise, Polk County, FL, Project Manager

Harmony on Lake Eloise is a 354.37-acre master planned, residential community with 1,163 residential units located in the City of Winter Haven FL. As both design engineer of record and district engineer, we have been responsible for providing the master utility design for the water, and sewer, systems; in addition to, master stormwater modeling for the watershed that the Harmony on Lake Eloise CDD is in for stormwater management design.

NWFWMD Environmental Resource Permits, Polk County, FL, Lead Site/ Civil Engineer

Dewberry project taskings include providing engineering and environmental review services for the NWFWMD's Environmental Resource Permitting (ERP) program. In support of this effort, Dewberry engineers evaluate ERP project applications including project plans, environmental resource impacts, stormwater treatment systems, and other technical submittals received by the district for adherence to regulatory design and treatment performance standards allowing the district to maintain its regulatory level of service standards.

Hawthorne Mill North Community Development District, Lakeland, FL, Project Manager/CDD Engineer

The Hawthorne Mill North CDD is a 486.84-acre master planned residential community located in west Polk County within the City of Lakeland. Dewberry provided survey, planning, listed species surveys, wetland mitigation, landscape architecture, civil engineering, and gopher tortoise relocation services for this project. Dewberry also serves as the CDD engineer for the completed project for the community development district.

New Public Safety Facility, Casselberry, FL, Site/Civil Master Planning Engineer

Dewberry provided architecture, interior design, landscape, and civil design, permitting, and construction administration services for the development of the Casselberry Public Safety Facility. The 25,900 SF, hurricane-hardened public safety command center features staff sleep quarters, fitness room and lockers, a community meeting room open to the public and other organizations, evidence processing and storage space, an incident command center, and training rooms.

CFX, General Engineering Consultant, Orange County, FL, Site/Civil Engineer

Dewberry served as a general engineering consultant to CFX in order to support the delivery of their \$3.2 billion, five-year work plan. Scope of services performed by Dewberry as the general engineering consultant are categorized into seven tasks: bond financing support, engineering/design support, planning support, maintenance program support, general planning, work plan support, and multimodal/transit support.



Nicole Stalder, PE, LEED AP QA/QC OFFICER

EDUCATION

BS • University of Central Florida • Civil Engineering

BS • University of Central Florida • Environmental Engineering

YEARS OF EXPERIENCE

Dewberry • 24

Total • 24

LICENSES AND REGISTRATIONS

PE • FL

LEED Accredited Professional

Nicole has experience in land development and received her bachelor's degrees in civil engineering and environmental engineering from the University of Central Florida. Nicole manages the site/civil engineering and environmental groups for Dewberry's Orlando office, where she has a proven track record for meeting budgets and schedules on complex projects with both short and long design time frames. In this capacity, she is responsible for the company's day-to-day operations for the general civil division for all areas, including revenue and sales growth, expense, cost and margin control, and financial goal management. Her project experience ranges from single-family residential development, multi-family complexes, commercial sites, mixed-use development, master planning and entitlements, and institutional projects.

Harmony at Lake Eloise, Polk County, FL, Principal-in-Charge

Harmony on Lake Eloise is a 354.37-acre master planned, residential community with 1,163 residential units located in the City of Winter Haven, FL. As both design engineer of record and district engineer, we have been responsible for providing the master utility design for the water, and sewer, systems; in addition to, master stormwater modeling for the watershed that the Harmony on Lake Eloise CDD is in for stormwater management design.

Poinciana Park Soccer Turf, Polk County, FL, Principal-in-Charge, QA/QC

Polk County Parks and Natural Resources requested professional engineering services for technical, engineering, and construction services to assist with the design, permitting, and construction to replace the current four grassed soccer fields within the park for artificial turf. The goal was to construct all the required systems for the soccer fields and the combination of two fields to be used for Cricket. Tasks included engineering design, permitting, geotechnical, testing, surveying, and construction administration services for converting four natural grass soccer/cricket fields to artificial turf in Poinciana Community Park.

Sumter County Continuing Engineering Review Services, Sumter County FL, Project Manager

Sumter County Engineering Review Services include review of project plans submitted through the County's development review process for site conditions and other engineering considerations, general layout, traffic circulation, drainage provisions, and other code requirements, and for good engineering design.

NFWFMD Environmental Resource Permits, Polk County, FL, Lead Site/Civil Engineer

Dewberry project taskings include providing engineering and environmental review services for the NFWFMD's Environmental Resource Permitting (ERP) program. In support of this effort, Dewberry engineers evaluate ERP project applications including project plans, environmental resource impacts, stormwater treatment systems, and other technical submittals received by the district for adherence to regulatory design and treatment performance standards allowing the district to maintain its regulatory level of service standards.

Osceola County Fire Rescue Training Facility, Kissimmee, FL, Principal-in-Charge, QA/QC

Dewberry provided architectural and engineering design services for a new 95,000 SF facility. The project included all site development and infrastructure, stormwater management systems, and entry and exit driveways and parking.



Alba Más, PE ENGINEERING SERVICES LEAD

EDUCATION

BS • Civil Engineering •
University of South Florida

BA • Landscape Architecture •
University of Florida

YEARS OF EXPERIENCE

Dewberry • 6

Total • 40

LICENSES AND
REGISTRATIONS
PE • FL

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

Professional Staff Extension for Engineering Development Review, Plant City, FL, Project Manager

Dewberry provided plan reviews and engineering development reviews in accordance with the city's standards for transportation, roadway, and site stormwater design and Hillsborough County stormwater requirements. Involved collaboration with City Engineers and developers' Engineers of Record.

Peace Creek Watershed Restoration Study, Polk County, FL, Senior Project Engineer

Dewberry provided oversight for the develop an approach to estimate the environmental benefits to the Peace Creek Watershed through the implementation of a regional approach. Through the County's multiple regulatory efforts and collaboration with its government partners, the County identified restoration opportunities in various states of planning and development and used that information to develop an approach to estimate wetlands hydroperiod needs at the regional scale.

Polk County Water Resource Project Development, Polk County, FL, Senior Project Engineer

Dewberry provides water resource guidance, planning, and assistance with regulatory and funding programs. These efforts include monthly water resources coordination meetings and, when needed, assisting the PCU with maintaining or gaining regulatory compliance and permitting. Additionally, Dewberry provides general hydraulic modeling and development review services to support the decision-making process and assists the County in prioritizing capital improvement projects.

Lake Annie Feasibility Study, Polk County, FL, Senior Project Engineer

Dewberry performed a watershed management study of the Peace Creek Canal. One of the alternatives identified in this report was to divert high flows from the Peace Creek Canal using a gravity-driven system consisting of a series of previously excavated areas to Lake Annie. These excavations could serve as flow-through treatment wetlands to provide water quality improvement, habitat restoration, surficial aquifer recharge, and increased water levels in Lake Annie to meet the minimum flows and levels (MFL). The scope of services for this feasibility study included stakeholder coordination, surface water modeling, conceptual design, and field data collection.

Northwest Florida Water Management District, Cypress Springs Restoration, Holmes County, FL, Senior Project Engineer

Dewberry is currently working with the NFWFMD to enhance and create less human impact while creating the best experience for visitors at Cypress Springs. Dewberry is providing the following improvements: relocating tannic stream by moving it farther away from the spring, boardwalk access from around the river and the spring, kayak launch pads to not disrupt the shoreline, restroom facilities (above the 100 yard flood plain) so that it does not harm the springs, four to five pavilions for people to BBQ, and stabilizing high traffic areas to reduce the sedimentation into the spring.



Sarah Maier

PLANNING SERVICES LEAD

EDUCATION

BS • Engineering • Mercer University

YEARS OF EXPERIENCE

Dewberry • 20

Total • 22

AFFILIATIONS

American Planning Association (APA)

Sarah is a Planning Manager with Dewberry with more than 20 years of planning experience in land development. She has worked on a variety of private residential and commercial developments including single-family, multi-family, commercial, office, and mixed-use projects. Her work in planning includes due diligence review, annexation, comprehensive plan amendments, rezoning, planned developments, developments of regional impact, conditional uses, and project specific waivers and variances from local land development regulations. Her experience encompasses processing projects through the local public hearing process, including representing clients at community meetings, planning board hearings, and public hearings at City Council and County Commission. She is proficient in Geographic Information Systems (GIS), using GIS for land evaluation as part of due diligence analysis and creating enhanced visual depictions of conceptual plans for client use.

Harmony at Lake Eloise, Polk County, FL, Planning Manager

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New Public Safety Facility, Casselberry, FL, Planner

Dewberry provided architecture, interior design, landscape, and civil design, permitting, and construction administration services for the development of the Casselberry Public Safety Facility. The 25,900 SF, hurricane-hardened public safety command center features staff sleep quarters, fitness room and lockers, a community meeting room open to the public and other organizations, evidence processing and storage space, an incident command center, and training rooms.

Osceola County Fire Rescue Training Facility, Kissimmee, FL, Planning Manager

Dewberry provided architectural and engineering design services for a new 95,000 SF facility. The project included all site development and infrastructure, stormwater management systems, and entry and exit driveways and parking.

Poinciana Park Soccer Turf, Polk County, FL, Planner

Polk County Parks and Natural Resources requested professional engineering services for technical, engineering, and construction services to assist with the design, permitting and construction to replace the current four grassed soccer fields within the park for artificial turf. The goal was to construct all the required systems for the soccer fields and the combination of two fields to be used for Cricket. Tasks included engineering design, permitting, geotechnical, testing, surveying, and construction administration services for converting four natural grass soccer/cricket fields to artificial turf in Poinciana Community Park.

Boggy Creek Rd Widening and Utility, Orlando, FL, Planning Manager

Dewberry served as the preliminary design engineer for this Orlando Utilities Commission (OUC) contract. OUC identified the future need to extend and expand the existing potable water transmission infrastructure in the southeastern portion of its service area to provide an interconnected system that is capable of providing future service needs. The assignment focused on the development of a preliminary design and preparation of a preliminary design report for the proposed expansion.



Scott Ethier, PE FEMA LIAISON

EDUCATION

BS • University of South
Florida • Civil/Environmental
Engineering

YEARS OF EXPERIENCE

Dewberry • 14

Total • 27

LICENSES AND REGISTRATIONS

PE • FL

Qualified Stormwater
Management Inspector

AFFILIATIONS

Florida Water Environment
Association (FWEA)

Scott is a senior water resources engineer with over 25 years of experience in solving complex water sector issues for governmental clients. He provides senior technical support in applied GIS and water resources engineering to develop water solutions from the initial concepts to construction. He specializes in hydrologic and hydraulic (H&H) modeling for surface water systems and integrated surface water/groundwater systems. Scott has developed and supported the implementation of numerous watershed management plans throughout Florida with project experience that includes design, construction specifications, and regulatory permitting.

Cedar Key Water and Sewer District Facility Assessments for Disaster Recovery Services, Cedar Key, FL, Project Engineer

Dewberry provided post-storm assessments of facilities, structures, and equipment, including a water treatment plant, wastewater treatment plant, and approximately 17 pump stations and master lift stations. The evaluations included visual damage assessments, creation of GIS-based database, development of priority ranking of repair and replacement projects, and coordination with FEMA for reimbursement.

Cypress Creek Facility Master Drainage Plan, Pasco County, FL, Lead Project Engineer

Dewberry assisted Tampa Bay Water in developing a master drainage plan for the 62-acre Cypress Creek Water Treatment Facility to obtain a comprehensive conceptual Environmental Resource Permit for the facility. This project included an inventory and assessment of the existing stormwater facilities, modeling of the existing facilities, identification of proposed facility improvements, and development of a master stormwater plan for submission to the permitting agencies.

Lake Annie Feasibility Study, Polk County, FL, Lead Project Engineer

Dewberry assessed the feasibility of diverting flow from Peace Creek through treatment wetlands into Lake Annie to provide water quality improvement, habitat restoration, aquifer recharge, and increase water levels in the lake and development of the conceptual design.

Peace Creek Watershed Restoration Study, Polk County, FL, Lead Project Engineer

Dewberry provided oversight for the develop an approach to estimate the environmental benefits to the Peace Creek Watershed through the implementation of a regional approach. Through the County's multiple regulatory efforts and collaboration with its government partners, the County identified restoration opportunities in various states of planning and development and used that information to develop an approach to estimate wetlands hydroperiod needs at the regional scale.

Polk County Fire Training Center, Polk County, FL, Lead Project Engineer

Dewberry prepared a boundary survey drawing that reflects field survey, along with a legal description and final monumentation. Dewberry also performed a Topographic Survey of the property and adjacent roadways, as well as performed a SUE investigation within the limits of the project.

Stormwater Assessment Bond Offering Engineering Report 2021, Tampa, FL, Project Engineer

Dewberry prepared report assessing the adequacy of the City's existing CIPs and financing program to address stormwater needs. Report described the existing stormwater infrastructure in the city, how it is controlled and maintained, described existing programs and CIPs, summarized the existing planning for future infrastructure, described the existing sources of revenue, described the existing and anticipated regulatory environment affecting stormwater, and provided comment on the City's financial forecast of future debt.



William Hinkle, PSM

SURVEY LEAD

EDUCATION

BS • Environmental Science and Forestry • State University of New York

YEARS OF EXPERIENCE

Dewberry • 18

Total • 45

LICENSES AND REGISTRATIONS

Professional Surveyor and Mapper

AFFILIATIONS

Florida Surveying and Mapping Society (FSMS)

Bill, a Transportation Survey Project Manager with Dewberry, has over 44 years in various types of surveying and mapping, including over 19 years with the Florida Department of Transportation (FDOT) in District One. His experience includes right-of-way maps, right-of-way control maps, mitigation site surveys, geodetic surveys, design surveys, right-of-way surveys, subsurface utility engineering surveys, horizontal and vertical control, including utilization of electronic field book, topographic, and construction surveying. William served as District One's Location Surveyor for six years, where his responsibilities included managing three to four District-Wide Surveying and Mapping Contracts, planning, scheduling, supervising, and quality control of 45 plus or minus projects yearly of various right-of-way and design surveys. He supervised and coordinated assignments of the Survey Department's Electronic Survey section and the engineering/land surveying assignments of two to four Department field survey crews.

New Public Safety Facility, Casselberry, FL, Land Surveyor

Dewberry provided architecture, interior design, landscape, and civil design, permitting, and construction administration services for the development of the Casselberry Public Safety Facility. The 25,900 SF, hurricane-hardened public safety command center features staff sleep quarters, fitness room and lockers, a community meeting room open to the public and other organizations, evidence processing and storage space, an incident command center, and training rooms.

Harmony at Lake Eloise, Polk County, FL, Land Surveyor

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Polk County Fire Training Center, Polk County, FL, Land Surveyor

Dewberry prepared a boundary survey drawing that reflects field survey, along with a legal description and final monumentation. Dewberry also performed a Topographic Survey of the property and adjacent roadways, as well as performed a SUE investigation within the limits of the project.

CR 557 - Design, Environmental Permitting, Polk, FL, Land Surveyor

Dewberry analyzed the natural and environmental impacts of widening the existing roadway to a multi-lane facility. We provided feasible alternatives and a recommended design concept to determine the appropriate limits of each typical section for the surrounding land uses under both existing and future conditions. Stormwater runoff will be conveyed in either a closed pipe or an open ditch drainage system flowing to one of seven off-site ponds. The final design also included a roundabout analysis at two major intersections.

NEET, Florida Power and Light Contract, Florida Statewide Contract, Land Surveyor

Dewberry has held a statewide master services agreement more than 20 years. This contract includes civil engineering, surveying and mapping, utility coordination/SUE, landscape architecture, planning, and environmental. Over the length of this contract, Dewberry has surveyed over 1,000 miles of transmission and distribution corridors, 200 square miles of system hardening, 25 solar farms, and provided civil design and survey services on over 40 substations..



Nicole Gough, PWS, CNRP ENVIRONMENTAL SPECIALIST

EDUCATION

BS • Slippery Rock University
of Pennsylvania • Recreation
and Resource Management

YEARS OF EXPERIENCE

Dewberry • 9

Total • 27

LICENSES AND REGISTRATIONS

Professional Wetland Scientist
• FL

Certified Natural Resources
Professional • IL

e-RAILSAFE • US

AFFILIATIONS

Women's Transportation
Seminar (WTS)

Society of Wetland Scientists
(SWS)

Society of American Military
Engineers (SAME)

Nicole has over 26 years of experience in ecological evaluation, planning, permitting, and oversight of regional transportation and infrastructure, large agricultural, and land development projects. While working with both private and public entities, Nicole has garnered extensive permitting experience in all aspects of federal, state, and local permitting. At Dewberry, her responsibilities include project specification coordination with permit requirements and technical scientific analysis. Nicole's training and experience includes biology, botany, conservation biology, ecology, emergency management and land management practices. She is knowledgeable of the criteria established by federal, state, and local environmental regulatory agencies.

Harmony at Lake Eloise, Polk County, FL, Senior Environmental Scientist
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NFWFMD Environmental Resource Permits, Polk County, FL, Environmental Scientist

Dewberry project taskings include providing engineering and environmental review services for the NFWFMD's Environmental Resource Permitting (ERP) program. In support of this effort, Dewberry engineers evaluate ERP project applications including project plans, environmental resource impacts, stormwater treatment systems, and other technical submittals received by the district for adherence to regulatory design and treatment performance standards allowing the district to maintain its regulatory level of service standards.

CR 557 - Design, Environmental Permitting, Polk, FL, Senior Environmental Scientist

Dewberry analyzed the natural and environmental impacts of widening the existing roadway to a multi-lane facility. We provided feasible alternatives and a recommended design concept to determine the appropriate limits of each typical section for the surrounding land uses under both existing and future conditions. Stormwater runoff will be conveyed in either a closed pipe or an open ditch drainage system flowing to one of seven off-site ponds. The final design also included a roundabout analysis at two major intersections.

Polk County Fire Training Center, Polk County, FL, Environmental Scientist

Dewberry prepared a boundary survey drawing that reflects field survey, along with a legal description and final monumentation. Dewberry also performed a Topographic Survey of the property and adjacent roadways, as well as performed a SUE investigation within the limits of the project.

CFX, General Engineering Consultant, Orange County, FL, Environmental Scientist

Nicole was responsible for all permit coordination, where she manages the existing permits for environmental compliance and oversees procurement of new permits. Environmental services include all listed species, environmental permitting, and wetland and site assessments.



Michael Urchuk, RLA LANDSCAPE ARCHITECTURE

EDUCATION

BS • Arizona State University
• Design in Landscape
Architecture

YEARS OF EXPERIENCE

Dewberry • 9

Total • 35

LICENSES AND REGISTRATIONS

Registered Landscape
Architect • FL, NC, VA

AFFILIATIONS

International Council of
Shopping Centers (ICSC)

Michael is a Senior Landscape Architect and Planner with Dewberry. He has extensive experience in coordination across varied design disciplines and acts as liaison between the owner, design team, and contractor. He is responsible for coordinating design efforts and project submittals. Michael's planning experience includes large-scale master planning for residential projects, mixed-use projects, and regional land-use studies. His site planning experience includes retail sites, office, mixed-use, multi-family, and recreation planning. He also provides construction administration services on multiple levels. Michael's experience as a landscape architect includes retail, office, residential, mixed-use, streetscapes, and recreational uses as well as hardscape and irrigation design. His recreational and community experience includes conceptual designs for multi-purpose parks, parking, corporate plazas, streetscapes, fountains, amenity areas for multi-family projects, and urban plazas.

Harmony at Lake Eloise, Polk County, FL, Landscape Architect

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New Public Safety Facility, Casselberry, FL, Landscape Architect

Dewberry provided architecture, interior design, landscape, and civil design, permitting, and construction administration services for the development of the Casselberry Public Safety Facility. The 25,900 SF, hurricane-hardened public safety command center features staff sleep quarters, fitness room and lockers, a community meeting room open to the public and other organizations, evidence processing and storage space, an incident command center, and training rooms.

CR 557 Design and Environmental Permitting, Polk County, FL, Landscape Architect

Dewberry analyzed the natural and environmental impacts of widening the existing roadway to a multi-lane facility. We provided feasible alternatives and a recommended design concept to determine the appropriate limits of each typical section for the surrounding land uses under both existing and future conditions. Stormwater runoff will be conveyed in either a closed pipe or an open ditch drainage system flowing to one of seven off-site ponds. The final design also included a roundabout analysis at two major intersections.

Parks and Recreation Master Plan Update, Lake Alfred, FL, Landscape Architect

The City of Lake Alfred commissioned Dewberry to develop five master plans for five different properties. The park locations in which these designs reside are Lion's Park, Central Park, Mackay Gardens, Preserve, and 20 acres of land. Dewberry landscaping architects were responsible for the landscape design while Dewberry Architects were given the task to design three buildings; a community center, a concession stand, and a nature center. Due to the city's history with citrus and citrus groves, each design fosters aspects and characteristics of citrus.



Paul Dukhi

ENGINEERING CONSTRUCTION INSPECTION LEAD

EDUCATION

BS • Arizona State University
• Design in Landscape
Architecture

YEARS OF EXPERIENCE

Dewberry • 1

Total • 26

Paul is an experienced Construction Manager with 26 years' experience in planning, evaluating, development, budgeting, and scheduling. Paul is committed to providing solutions for challenging site conditions and schedules and maintains the utmost quality of services and deliverables. He performs on-site daily review of contractor's work, compares the product to the approved plans and specifications, and provides immediate feedback or recommendations on any issues. His project experience includes site work; construction planning; field conditions; federal, state, local, and environmental regulations; and OSHA guidelines.

Polk County Sheriff's Department Civil Engineering Design, Polk County, FL, Construction Inspector

Dewberry provided site civil engineering design that included sanitary sewer extensions, water distribution system, stormwater management systems, and environmental permitting, including T&E species on the site. The team also assisted in the permitting and approvals with SWFWMD, FWC, Polk County, and TWA for utilities. The proposed building will be an approximately 21,000 GSF, one-story building located adjacent to the existing Marion Creek Fire Station. It is anticipated that site features requiring structural design will include a monumental sign, dumpster enclosure, and equipment screen walls.

Final Design For SE Wellfield, Polk County, FL, Construction Inspector

Routing evaluation and design of the new PRWC transmission systems in the West Polk area and Southeast Wellfield area. The project included plan and profile design of approximately 65 miles of 8-inch to 48-inch potable water transmission pipelines to distribute water to multiple municipalities throughout Polk County.

Water Treatment Plant #5, Plant City, FL, Construction Inspector

Dewberry designed the 5-MGD-rated new water treatment plant. Services included testing the existing well at rates over 5 MGD to determine impacts on existing wetlands and providing instrumentation and control (I&C) upgrades at existing WTPs #1-4. The site includes the chemical addition of polyphosphate for corrosion control, hydrofluosilicic acid to maintain fluoride levels in the drinking water, and sodium hypochlorite for water disinfection.

Subconsultants

Dewberry has assembled an excellent, multi-disciplined team to provide the required services for your projects. We will utilize our in-house staff to provide the majority of the required services and have enlisted the services of four key subconsultants to provide specific expertise and support.

This team has all of the knowledge and experience to successfully complete your projects in accordance with Polk County's objectives. Firm profiles for each subconsultant are included below followed by brief resumes.

TIERRA, INC.

Tampa, FL

Geotechnical



Tierra, Inc. 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 our founding principles. Tierra is committed to providing quality, responsive service, and establishing a reputation for sound approaches and professional competence in a wide range of technically demanding areas. Tierra's typical geotechnical services have included drilling, field sampling, piezometers and monitoring well installations, laboratory testing, engineering analysis and reporting.

ACI, INC.

Sarasota, FL

Cultural Resource Management Services



Archaeological Consultants, Inc., Florida's oldest full-service cultural resource management company, is a woman-owned business, certified by the State of Florida as a Minority Business Enterprise, a Disadvantaged Business Enterprise, and a Woman Owned Small Business by the federal government. ACI has successfully helped clients navigate local, state, and federal regulations for over 45 years. ACI conducts over 150 projects per year ranging from small scale desktop analyses to multi-state team projects. Their experienced staff of archaeologists, architectural historians, GIS specialists, technicians, and administrative personnel has the education, specialized training, and technical skills to provide cultural resource assessment surveys, NRHP nominations, case studies, and CRM services. ACI's Florida offices are located in Sarasota, St. Augustine, and Tallahassee.

DPS, CORP.

Dade City, FL

Geotechnical



Diversified Professional Services Corp. (DPS) is a FDOT and DMS State Certified Woman-Owned Minority Business Enterprise (W/MBE) and a certified SBE. They provide a wide variety of construction, drilling, geotechnical field, and environmental support services. The geotechnical field services include land clearing for drilling operations, Standard Penetration Test borings, test pits, and field sampling assistance. Their environmental construction related services include petroleum fuel system removal and installation; heavy earthwork associated with landfill caps and covers; source removals; and industrial facility closure projects. They also provide field assistance with transportation and disposal for waste, remedial system installation, demolition, and general construction. DPS has experience and are licensed to provide general contracting, pollutant storage contracting, and asbestos abatement.

HYATT SURVEY SERVICES, INC.

Bradenton, FL

Survey



Hyatt Survey Services, Inc. is a full-service certified woman-owned professional surveying and mapping company with a professional staff possessing extensive surveying experience. Hyatt Survey Services is also a certified W/MBE with the State of Florida Office of Supplier Diversity and DBE with the Florida Department of Transportation. From boundary, topographic and right-of-way surveying to intricate geodetic, construction, and hydrographic/bathymetric surveying, they can fulfill all of your surveying requirements. Their current list of clients includes the US Army Corps of Engineers, the Florida Department of Transportation, South Florida Water Management District in addition to the City of St. Petersburg, and in Pinellas, Manatee, Sarasota, and Charlotte Counties, to name a few.



Joseph Antinori, PE GEOTECHNICAL SERVICES

EDUCATION

BS • Civil Engineering •
University of South Florida

YEARS OF EXPERIENCE

Tierra • 19

Total • 19

LICENSES AND REGISTRATIONS

PE • FL

Joseph has worked in the field of Geotechnical Engineering for 19 years. As an employee of Tierra, Joseph has completed roadway and bridge projects for the FDOT, cities and counties. In addition, he has completed projects for private clients, which included residential, commercial and industrial site feasibility studies. His experience includes soil improvements, shallow and deep foundation analyses, retaining wall and soil anchor system design, settlement and slope stability analyses, and pavement evaluation.

Peace Creek Watershed Restoration Study, Polk County, FL, Senior Geotechnical Engineer

Partnering with Dewberry, Tierra provided geotechnical services for this project. Dewberry provided oversight for the develop an approach to estimate the environmental benefits to the Peace Creek Watershed through the implementation of a regional approach. Through the County's multiple regulatory efforts and collaboration with its government partners, the County identified restoration opportunities in various states of planning and development and used that information to develop an approach to estimate wetlands hydroperiod needs at the regional scale.

Circle B Bar Reserve, Polk County, FL, Senior Geotechnical Engineer

The project included the restoration and modification of drainage structures, berms, stormwater pond and overflow parking areas. Joseph provided geotechnical design parameters including in-situ subsurface soil conditions and groundwater levels to support the improvements. Geotechnical design engineering services included slope stability analyses and slope stabilization recommendations.

Ewell Road Drainage Improvements, Polk County, FL, Senior Geotechnical Engineer

The project consisted of replacing the existing cross drainpipe at Ewell Road with a large diameter pipe. To evaluate the subsurface conditions at the proposed pipe culvert location, Tierra performed two standard penetration test borings and a hand auger boring in the vicinity of an existing cross drain along Creekwater Drive. Joseph provided geotechnical recommendations for the design of the pipe culvert and end walls.

CR 54 (Ronald Reagan Parkway) at May Fair Boulevard Intersection Improvements, Polk County, FL, Senior Geotechnical Engineer

The project consisted of developing design and construction plans for improvements to the CR 54 (Ronald Reagan Parkway) at May Fair Boulevard intersection in Polk County. Tierra provided geotechnical engineering services to support the design of three new mast arm traffic signals supported by two drilled shaft foundations as well as milling and resurfacing portions of CR 54 and May Fair Boulevard. Joseph provided geotechnical input to assist in the design and construction of the intersection improvements.

Country Club Road and Buckeye Loop Road Improvements, Polk County, FL, Senior Geotechnical Engineer

The project consisted of geotechnical services to support plans for functional milling and resurfacing along Buckeye Loop Road and Full Depth Pavement Reconstruction along Lake Buckeye Drive (Country Club Road). Additionally, mast arm signals will be installed at the southwest and northeast quadrants of the Buckeye Loop Road and Lake Buckeye Drive intersection. Joseph provided geotechnical input to assist in the design of the project improvements.



Joseph Parinori, PE GEOTECHNICAL SERVICES

EDUCATION
YEARS OF EXPERIENCE
 BS - Civil Engineering
 University of South Florida
 Total - 21

YEARS OF EXPERIENCE
 Terra - 19

CERTIFICATIONS AND REGISTRATIONS
 FDOT Chapter 22 PD&E, Level I & II CSER Training
 OSHA 29 CFR 1910.120 - 40 Hour HAZWOPER
 OSHA 29 CFR 1910.120 - 8 Hour refresher
 TSCA Title II Asbestos & Mechanical Inspector
 NESHAP Asbestos Building Inspector
 Environmental Site Assessor - Phase I ESA
 FDEP NPDES Certification

Joseph has worked in the field of Geotechnical Engineering for 19 years. As an employee of Terra, Joseph has completed roadway and bridge projects for the daily operations and project management of several large private level clients, which included residential, commercial and industrial site feasibility studies. His experience includes soil improvement, stabilization and deep foundation analysis, retaining wall and soil anchor system design, settlement and slope stability analyses, and pavement evaluation.

Sandy has experience in business management, construction management, environmental construction, and consulting services. She is responsible for the FDOT office and project management of several large private level clients, which included residential, commercial and industrial site feasibility studies. His experience includes soil improvement, stabilization and deep foundation analysis, retaining wall and soil anchor system design, settlement and slope stability analyses, and pavement evaluation.

Joseph has worked in the field of Geotechnical Engineering for 19 years. As an employee of Terra, Joseph has completed roadway and bridge projects for the daily operations and project management of several large private level clients, which included residential, commercial and industrial site feasibility studies. His experience includes soil improvement, stabilization and deep foundation analysis, retaining wall and soil anchor system design, settlement and slope stability analyses, and pavement evaluation.

Joseph has worked in the field of Geotechnical Engineering for 19 years. As an employee of Terra, Joseph has completed roadway and bridge projects for the daily operations and project management of several large private level clients, which included residential, commercial and industrial site feasibility studies. His experience includes soil improvement, stabilization and deep foundation analysis, retaining wall and soil anchor system design, settlement and slope stability analyses, and pavement evaluation.

The project consisted of replacing the existing cross drainage at Fwell Road with a large diameter pipe. To evaluate the subsurface conditions at the proposed pipe culvert location, Terra performed two standard penetration test borings and this project included the widening of an existing turnpike SR 67 along Lake County from an existing divided four-lane facility to a divided eight-lane facility. Water Drive, Joseph provided geotechnical recommendations for the design of the pipe general toll-ranes and two express lanes for a total distance of approximately 10.5 miles. Sandy was responsible for oversight of subsurface explorations performed by DPS including more than 150 standard penetration test borings completed at select locations along the project alignment.

The project consisted of developing design and construction plans for improvements to the CR 54 (Ronald Reagan Parkway) at May Fair Boulevard intersection in Polk County. Terra provided geotechnical engineering services to support the design of new main apron framing signals supported by two drilled shaft foundations as well as milling and resurfacing portions of CR 54 and May Fair Boulevard. Joseph provided geotechnical input to assist in the design and construction of the intersection improvements.

The project consisted of geotechnical services to support plans for functional milling and resurfacing along Buckeye Loop Road and Full Depth Pavement Reconstruction along Lake Buckeye Drive, Polk County Club Road. Additionally, the Sarasota Bradenton International Airport Taxiway Bravo at the intersection of the field activities performed by DPS during three SP borings of the Buckeye Loop Road and Lake Buckeye Drive intersection. Joseph provided geotechnical input to assist in the design of the project improvements.



EXPERIENCE. EXPERTISE. PERSONNEL.
AND TECHNICAL RESOURCES

TAB 4: Is the Firm a “Polk County Entity”?



Maranda Almy Kles, PhD, RPA ARCHAEOLOGICAL SERVICES

EDUCATION

PhD • University of Florida
MS • University of Florida
MA • University of Florida
BA • University of Florida

YEARS OF EXPERIENCE

ACI • 14

Total • 14

LICENSES AND REGISTRATIONS

Florida Anthropological Society
Florida Archaeological Council
Southeastern Archaeological Conference
Society of American Archaeology

Maranda, President of Archaeological Consultants, Inc (ACI), has extensive experience in prehistoric archaeology and physical anthropology specializing in Southeastern archaeology and bioarcheology with 14 years in CRM management. She has worked as an archaeologist and physical anthropologist for the Southeast Archeological Center of the National Park Service, various cultural resource management firms and universities in Florida and Louisiana. She conducts skeletal analyses for medical examiner and coroner offices, as well as museums and other agencies. In addition, Maranda's expertise includes an understanding of Southeastern culture history and its importance to implementing the Native American Graves Protection and Repatriation Act and Section 106 of the National Historic Preservation Act.

Relevant Experience

- Project and Contract Manager for a diversity of undertakings on behalf of all FPL and all FDOT districts, Florida's Turnpike Enterprise, and the Central Environmental Management Office. Project types include PD&E studies and re-evaluations; pond siting surveys; right-of-way transfers; bridge replacements; effects determinations and Section 106 Case Study Reports; and Memoranda of Agreement.
- Expertise in preparing predictive models for archaeological potential in Florida, particularly in relation to ROW and pond siting surveys.
- Experience in Phase I and II surveys and investigations in Florida and Louisiana.
- Familiarity with terminology, statutes, codes and language formats for cultural resource assessment survey reports in compliance with QA/QC for grammar, contexts and editing.
- Experience in applying federal regulations including 25USC3001 and 43CFR10 as related to federal notices and in preparation of reports for National NAGPRA.
- Expertise in evaluating forensic and/or historic NAGPRA- significance of human remains and artifacts for state and federal agencies.
- Completes osteological analyses for Florida Medical Examiners' offices, Louisiana coroners' offices, and various other entities concerning forensic and archaeological cases (biological profiles, photography, radiography, 3-D scanning, and excavation), for local, state, and federal law enforcement agencies.
- Experienced historical and archaeological researcher of material culture and mortuary patterns in the Southeast and investigations in unmarked cemeteries and other mortuary settings.
- Experience in training state/federal agency personnel to evaluate archaeological site disturbances on U.S. and Florida Lands.



Russell Hyatt, PSM

SURVEY SERVICES

EDUCATION

BS • Survey and Mapping •
University of Florida

YEARS OF EXPERIENCE

Hyatt • 23

Total • 37

LICENSES AND REGISTRATIONS

PE • FL

As Vice President of Hyatt Survey Services, Inc., Russell's duties include local, state and federal contract administration and overall quality control. In addition to his administrative duties, Russell is also responsible for the production of boundary, hydrographic, and topographic surveys. He couples over 37 years of surveying experience with a four-year degree in Surveying and Mapping. His project experience has included commercial/ municipal development surveys and geodetic surveys and beach/channel/ port hydrographic surveys. Russell has extensive experience providing survey services to local, state and federal agencies such as Pinellas, Hillsborough, Manatee, Sarasota, and Charlotte Counties, Florida Department of Transportation, Florida Department of Environmental Protection and the U.S. Army Corps of Engineers-Jacksonville District.

Himes Ave at Idlewild Ave and Lambright St. Hillsborough County, FL, Project Manager

Hyatt Survey provided survey and mapping services for Kimley-Horne & Associates. Russell was the project manager for Himes Avenue at Idlewild Ave and Lambright Street with tasks for this project including horizontal/vertical control surveys, right-of-way survey, staking, alignment of existing R/W lines, reference points, topographic survey, drainage survey, control survey, parcel sketches, work zone safety, QA/QC, supervision and coordination, along with legal descriptions.

Casa Loma Water Main Replacement Survey, Manatee County, FL, Lead Survey

Hyatt Survey Performed a right-of-way and topographic survey for proposed water main replacement, located parcel boundary/plat lines, lots, section corners, RW monumentation, etc.: 4 section corners and up to 11 subdivision blocks. Hyatt performed topographic survey at 50' intervals; 12,800' x 50' corridor; aerial base map plus ground detail. Recon/establish horizontal project control w/RTK GPS and conventional methods: 25 control points. Performed SUE designation for Casa Loma right-of-way within survey limits; 15 VVH's included. Schedule/ budget: all work was completed within schedule and budget constraints.

APF Naples Airport Safety Improvements - Topographic Survey, Manatee County, FL, Project Manager

Russell Hyatt served as the project manager where Hyatt Survey performed a topographic survey of the area referenced above as located within the Naples Municipal Airport. Hyatt Survey located visible aboveground site improvements, utilities, and appurtenances. Hyatt Survey determined site elevations on a maximum 25' foot grid, at grade breaks and changes in direction on curbing/ paving within the limits of each area.

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

IS THE FIRM A "POLK COUNTY ENTITY"?

Yes, Dewberry is a Polk County entity. Since establishing our offices in Polk County and other locations across Central Florida, Dewberry has enjoyed the privilege of working with numerous clients in the local area, including Polk County, Polk County Utilities, Polk Regional Water Cooperative (PRWC), City of Tampa, Pinellas County, and the City of Plant City among others.

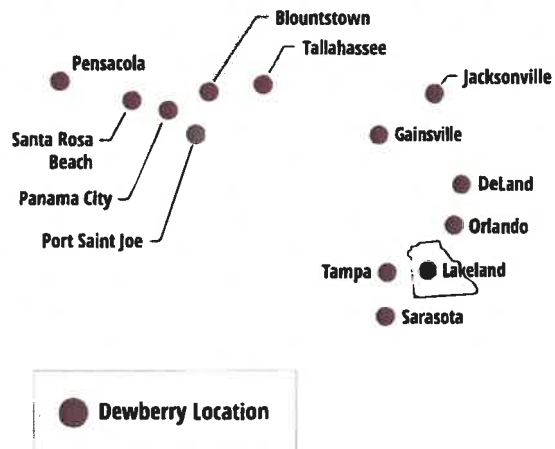
Dewberry's Florida operation is backed by the resources and stability of a national firm specializing in surveying services, construction inspection, site/civil, environmental, stormwater management, geospatial technology solutions, and infrastructure.

Established in 1956, Dewberry is headquartered in Fairfax, Virginia, with more than 50 locations and 2,200 professionals nationwide. In Florida, Dewberry has 12 office locations and over 320 employees, bringing expertise, qualifications, and resources to cities, counties, and government agencies throughout the state. However, our offices are linked with Microsoft Teams so that on a particular project, all offices can participate in coordination meetings or new task assignments. This practice allows multiple disciplines within the firm in various offices to collaborate on a single project or multiple tasks simultaneously with little or no wasted time.

1 The proximity of our office, coupled with our depth of staff and available capacity, enhances our ability to truly be "on-call" as an extension of your staff.	2 We are only a phone call or text message away and can respond to any need within the hour.	3 During construction, our team can check-in at the job site multiple times a week to confirm your objectives are met, review progress, and check on any potential obstacles.	4 Due to our extensive experience working with Polk County, our team is intimately familiar with local conditions. We can have team members on-site within the hour.
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AS MEMBERS of our community, Dewberry's staff donates over 50 turkeys each year to One More Child to help fulfill a local need during the Thanksgiving season.



TAB 6: Interactions with County and
Regulatory Agency Staff

IS THE FIRM A "CERTIFIED WOMAN OR MINORITY BUSINESS ENTERPRISE"?

While Dewberry is not a certified minority business enterprise (CMBE) firm, we are a family-owned business that has grown from a small business over 65 years ago to the company we are today, focused on building strong relationships with the clients and communities we serve.

As a firm, Dewberry embraces an inclusive environment by valuing all individuals and their many diverse backgrounds. Thus, we are better able to deliver high-quality services to our clients, create competitive advantages, and drive market leadership. Our firm regularly partners with these certified businesses under similar contracts across the state.


Subconsultants

Dewberry takes pride in being able to perform nearly all of your scope of work/specifications with our in-house resources. We also realize there are instances where a strategic partnership provides complementary skills, or where specialty subconsultants add particular value to the project delivery process. We have working relationships with the firms highlighted below, allowing us to seamlessly execute projects together. We will coordinate with each of them directly to provide a successful management approach for the County.


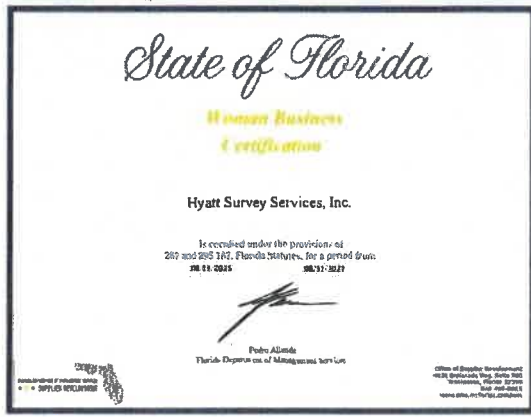
Diversified Professional Services Corp (DPS) is an W/MBE and DBE firm located in Dade City, FL. They will provide support to Tierra in geotechnical field testing.




Archaeological Consultants, Inc. (ACI) is a W/MBE and DBE firm located in Sarasota, FL. They will provide Archaeological cultural resource management services.




Hyatt Survey Services, Inc is a full service W/MBE and DBE firm located in Manatee County, FL. They will provide survey services.

TAB 7: Surveys of Past Performance

INTERACTION WITH COUNTY AND REGULATORY AGENCY STAFF

Dewberry has had the opportunity to serve Polk County since 2001. **Our firm history, commitment to protect the County's infrastructure, and holistic understanding of Polk County's programs are unmatched.** We have worked on Polk County utility, transportation, facilities, and parks and natural resources projects over the past decade. This long history and our commitment to outstanding service has allowed Dewberry to develop a reputation for reliability with Polk County staff.

Dewberry staff have permitted hundreds of projects throughout Florida with numerous state and federal agencies. Through our extensive experience permitting various projects through these agencies, we've developed a strong understanding of what is required to compile and submit a complete permit application, resulting in timely completion and fewer requests for additional information. Our team has been involved in the permitting of facilities, negotiating consent orders, providing consultation, and assisting in the crafting of governing regulations.



NAVIGATING COMPLEX PERMITTING PROCESSES

For the Cherry Hill WTP direct potable reuse (DPR) to continue to investigate opportunities to beneficially reuse 1.5 million gallons a day of public access reuse to offset groundwater withdrawals, our team worked with PCU and the SWFWMD to secure a cost-share DPR demonstration pilot project at the Cherry Hill WPF. This experience highlights our ability to work with assist PCU in navigating a complex permitting situation and in identifying and securing funding opportunities to offset project costs. In addition, the project has provided us with first-hand knowledge of the NWRUSA (utility service area) that we will apply to improvements at the NWRWWTF to provide PCU a practical approach to innovative wastewater solutions.

This experience has allowed our team to develop relationships with partner municipalities and regional authorities, such as:

- Polk County Health Department (DOH)
- FDEP
- FEMA
- Environmental Protection Agency (EPA)
- Water Management District staff
- Polk County Land Development Division

These relationships, developed for over 20 years, are based upon technically sound project approaches that result in projects that perform as engineered. Dewberry's scientific solutions resolve regulatory issues and have achieved positive results for Polk County by facilitating financial savings through the co-funding of projects.

In addition to these relationships, our team is comprised of individuals who worked in the highest levels at SWFWMD, and executives of the FDEP, FDOT, and other state agencies. We have extensive working, procedural knowledge of SWFWMD.

- Principal-in-Charge, **Robert Beltran, PE, DBIA**, is a water policy and planning expert and the former Executive Director at SWFWMD. He has pervasive knowledge and contacts through SWFWMD and will leverage that influence for these projects.
- **Alba Más, PE**, the former Regulatory Division Director, has worked for 30 years at SWFWMD in the Regulatory division starting in the ERP program and culminating as the Division Director for all the District Regulatory programs.
- **Scott Ethier, PE** has several years of experience with FEMA programs and is a Certified Stormwater Management Inspector. Experienced with Public Assistance and National Flood Insurance programs, he has on-the-ground first-hand knowledge of how local communities' recover from disaster.

Dewberry's long-standing reputation and work in the community has allowed the firm to develop trusted relationships with multiple entities in, and around, Polk County. **Our team understands the County's development process, requirements, and demands and is ready to continue to provide the very best service to build our communities for the future.**

SURVEYS OF PAST PERFORMANCE

Survey Questionnaire – Polk County

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

To: Lynn Spivey (Name of Person completing survey)

City of Plant City - Utilities (Name of Client Company/Consultant)

Phone Number: 813.757.9190 Email: lspivey@plantcitygov.com

Subject: Past Performance Survey of Similar work:

Project name: Professional Staff Extension for Reviews

Name of Firm being surveyed: Dewberry Engineers Inc.

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

Contract Start Date: 9.9.21 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)	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)	NA
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 Lynn Spivey

Signature of Evaluator: *Lynn C. Spivey*

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

Survey Questionnaire – Polk County

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

To: Andrew Joslyn (Name of Person completing survey)

North west Florida Water Management District (Name of Client Company/Consultant)

Phone Number: 850.539.5999 Email: andrew.joslyn@nwfwater.com

Subject: Past Performance Survey of Similar work:

Project name: NFWFMD Environmental Resource Permits (ERPs)

Name of Firm being surveyed: Dewberry Engineers Inc.

Cost of Services: Original Cost: \$84,320 Ending Cost: \$84,320

Contract Start Date: 2.3.25 Contract End Date: Ongoing

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

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

Printed Name of Evaluator Andrew Joslyn

Signature of Evaluator: Andrew Joslyn

Digitally signed by Andrew Joslyn
 Date 2025.09.19 13:24:28 -05'00'

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

Survey Questionnaire – Polk County

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

To: Alex Madison (Name of Person completing survey)

Forestar Development Inc. (Name of Client Company/Consultant)

Phone Number: 407.850.3033 Email: alexmadison@forestar.com

Subject: Past Performance Survey of Similar work:

Project name: Harmony at Lake Eloise

Name of Firm being surveyed: Dewberry Engineers Inc.

Cost of Services: Original Cost: \$214,150 Ending Cost: \$214,150

Contract Start Date: 2.19.2021 Contract End Date: 10.1.2024

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

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

Printed Name of Evaluator Alex Madison

Signature of Evaluator: 

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

**Survey Questionnaire – Polk County
 RFP 25-625, Engineering Staff Augmentation Services for Land Development
 (CCNA)**

To: Rob Williams (Name of Person completing survey)

Polk County FL (Name of Client Company/Consultant)

Phone Number: 863.534.5527 Email: robwilliams@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Polk County Fire Training Center

Name of Firm being surveyed: Dewberry Engineers Inc.

Cost of Services: Original Cost: \$51,380 Ending Cost: \$51,380

Contract Start Date: 3.1.2023 Contract End Date: 3.1.2024

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	9
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	9
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	10
5	Close out process	(1-10)	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)	9
9	Ability to maintain proper documentation	(1-10)	9
10	Appropriate application of technology	(1-10)	9
11	Overall Client satisfaction and comfort level in hiring	(1-10)	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)	9

Printed Name of Evaluator Rob Williams

Signature of Evaluator: 

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

Required Forms

Proposers Incorporation Information

(Submittal Page)

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

Company Name: Dewberry Engineers Inc.

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

TIN #: 13-0746510

Address: 1479 Town Center Drive Suite D214

City: Lakeland

State: Florida

Zip Code: 33803-7974

County: Polk 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: Robert Beltran, PE, DBIA

Phone Number: 863.345.1470

Cell Phone Number: 863.559.2471

Email Address: rbeltran@dewberry.com

Type of Organization (select one type)

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

State of Incorporation: New York

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

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
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Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:80%; border-bottom: 1px solid black;"> 1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Dewberry Engineers Inc. </td> <td style="width:20%;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;"> 2 Business name/disregarded entity name, if different from above. </td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;"> 3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions) </td> <td style="border-bottom: 1px solid black;"> 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <small>(Applies to accounts maintained outside the United States.)</small> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> 3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/> </td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;"> 5 Address (number, street, and apt. or suite no.). See instructions. 8401 Arlington Blvd. </td> <td style="border-bottom: 1px solid black; vertical-align: top;"> Requester's name and address (optional) </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> 6 City, state, and ZIP code Fairfax, VA 22031 </td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;"> 7 List account number(s) here (optional) </td> <td></td> </tr> </table>	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Dewberry Engineers Inc.		2 Business name/disregarded entity name, if different from above.		3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) <small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small> <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <small>(Applies to accounts maintained outside the United States.)</small>	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>		5 Address (number, street, and apt. or suite no.). See instructions. 8401 Arlington Blvd.	Requester's name and address (optional)	6 City, state, and ZIP code Fairfax, VA 22031		7 List account number(s) here (optional)	
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5 Address (number, street, and apt. or suite no.). See instructions. 8401 Arlington Blvd.	Requester's name and address (optional)														
6 City, state, and ZIP code Fairfax, VA 22031															
7 List account number(s) here (optional)															

Part I Taxpayer Identification Number (TIN)

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

Social security number										
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or										
Employer identification number										
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black;">1</td> <td style="width:25%; border: 1px solid black;">3</td> <td style="width:25%; border: 1px solid black;">-</td> <td style="width:25%; border: 1px solid black;">0</td> <td style="width:25%; border: 1px solid black;">7</td> <td style="width:25%; border: 1px solid black;">4</td> <td style="width:25%; border: 1px solid black;">6</td> <td style="width:25%; border: 1px solid black;">5</td> <td style="width:25%; border: 1px solid black;">1</td> <td style="width:25%; border: 1px solid black;">0</td> </tr> </table>	1	3	-	0	7	4	6	5	1	0
1	3	-	0	7	4	6	5	1	0	

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person <i>Richard Goldstein</i>	Date 01/14/2025
------------------	---	------------------------

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.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



September 17, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
ADDENDUM #1
RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)


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

Contained within this addendum: Questions and answers.

Tabatha Shirah

Tabatha Shirah
Sr. Procurement Analyst
Procurement Division

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

Signature: 
Printed Name: Robert Beltran, PE, DBIA
Title: Vice President and Principal-in-Charge
Company: Dewberry Engineers Inc.

October 2, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #2

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

Contained within this addendum: Questions and answers.

Tabatha Shirah

Tabatha Shirah
Sr. Procurement Analyst
Procurement Division

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

Signature: *Robert Beltran*
Printed Name: Robert Beltran, PE, DBIA
Title: Vice President and Principal-in-Charge
Company: Dewberry Engineers Inc.

October 3, 2025

POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ADDENDUM #3

RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

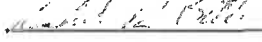
This addendum is issued to clarify, add to, revise and/or delete items of the RFP Documents for this work. This Addendum is a part of the RFP Documents and acknowledgment of its receipt should be noted on the Addendum.

Contained within this addendum: Question and answer.

Tabatha Shirah

Tabatha Shirah
Sr. Procurement Analyst
Procurement Division

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

Signature: 
Printed Name: Robert Beltran, PE, DBIA
Title: Vice President and Principal-in-Charge
Company: Dewberry Engineers Inc.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-625, Engineering Staff Augmentation Services for Land Development (CCNA)

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

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

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

Company Name: Dewberry Engineers Inc.

Signature: *Robert Beltran* UP

Title: Vice President and Principal-in-Charge

Date: October 8, 2025

State of: Florida

County of: ORANGE

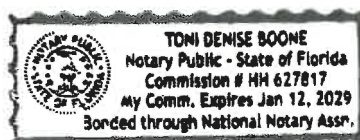
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of October, 2025, by Robert Beltran (name) as V.P. and P.I.C. (title of officer) of Dewberry Engineers Inc. (entity name), on behalf of the company, who is personally known to me or has produced _____ as identification.

Notary Public Signature: *Toni Boone*

Printed Name of Notary Public: Toni Boone

Notary Commission Number and Expiration: 01/12/2029

(AFFIX NOTARY SEAL)



EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY) CERTIFICATION

(Florida Statutes, Section 448.095)

PROJECT NAME: 25-625, Engineering Staff Augmentation Services for Land Development
(CCNA)

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 subcontractor under the Contract, must register with and use the E-Verify system to verify the work authorization status of all new employees of the Consultant or subcontractor. 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 subcontractors to provide an affidavit attesting that the subcontractor 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 subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If the Contract is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If the Contract is terminated for a violation of Section 448.095, Fla. Stat., by the 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 8th day of October, 2025.

ATTEST:

By: 
PRINTED NAME: Dianne T. Richardson
Its: Marketing Manager

CONSULTANT:

By: 
PRINTED NAME: Robert Beltran, PE, DBIA
Its: Vice President and Principal-in-Charge

Exhibit B

Dewberry Engineers Inc
Labor and Overhead
Polk County Florida

Direct Labor		1
Overhead/General/Administrative		1.63
Direct Cost Adjustment		0
<hr/>		
Subtotal		2.6273
Profit	15%	0.39
<hr/>		
Total		3.02

Exhibit B

Dewberry Rates

Labor Category	Low	High
Admin I	\$ 68.39	\$ 75.72
Admin II	\$ 87.00	\$ 96.32
Admin III	\$ 107.46	\$ 118.98
Admin IV	\$ 124.96	\$ 138.34
CADD Tech I	\$ 91.49	\$ 101.30
CADD Tech II	\$ 116.34	\$ 128.80
Cadd Tech Mgr	\$ 147.19	\$ 162.95
Senior Construction Manager	\$ 233.00	\$ 257.96
Construction Manager	\$ 215.25	\$ 238.31
Construction Inspector III	\$ 112.45	\$ 124.49
Construction Inspector II	\$ 98.61	\$ 109.17
Construction Inspector I	\$ 90.09	\$ 99.75
Senior Grant Manager	\$ 289.70	\$ 320.73
Grant Manager	\$ 125.60	\$ 139.05
Eng I	\$ 112.98	\$ 125.08
Eng II	\$ 127.39	\$ 141.03
Eng III	\$ 144.69	\$ 160.18
Eng IV	\$ 154.82	\$ 171.41
Eng V	\$ 196.02	\$ 217.02
Eng VI	\$ 243.15	\$ 269.20
Eng VII	\$ 276.86	\$ 306.51
Eng VIII	\$ 288.88	\$ 319.83
Eng IX	\$ 353.56	\$ 391.43
GIS II	\$ 92.31	\$ 102.19
GIS III	\$ 109.72	\$ 121.48
GIS IV	\$ 115.00	\$ 127.32
GIS V	\$ 149.10	\$ 165.06
GIS VI	\$ 184.10	\$ 203.82
GIS VII	\$ 250.67	\$ 277.53
Prof I	\$ 100.46	\$ 111.23
Prof II	\$ 123.32	\$ 136.52
Prof III	\$ 171.33	\$ 189.68
Prof IV	\$ 194.64	\$ 215.50
Prof V	\$ 198.05	\$ 219.26
Prof VI	\$ 235.97	\$ 261.24
Prof VII	\$ 248.81	\$ 275.46
Prof VIII	\$ 266.01	\$ 294.50
Principal	\$ 383.96	\$ 425.09
Project Manager	\$ 217.36	\$ 240.65
Deputy Project Manager	\$ 118.87	\$ 131.60
Chief Surveyor	\$ 280.51	\$ 310.56
Senior Surveyor	\$ 192.25	\$ 212.84
Surveyor	\$ 127.66	\$ 141.33
Senior Survey/SUE Tech	\$ 103.16	\$ 114.21
Survey/SUE Tech 1 man	\$ 103.16	\$ 114.21

Exhibit B

Survey/SUE 2 man	\$ 172.26	\$ 190.71
Survey/SUE 3 man	\$ 275.42	\$ 304.92
Survey/SUE 4 man	\$ 378.58	\$ 419.13

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

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. Travel & Mileage Expenses | In accordance with Chapter 112.061, F.S.; and further defined in the Polk County Employee Handbook for pre-approved out-of-county travel (excluding travel from home offices located outside of Polk County to the Polk County line). |
| 3. Pre-approved Equipment
(includes purchase and rental of equipment used in project) | Actual Costs |

