

## **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, Gurr Professional Services, Inc.(the "Consultant") a Florida Profit Corporation, located at 135 Van Fleet Court, Auburndale FL 33823 , and whose Federal Employer Identification Number is: 59-3403242.

**WHEREAS**, County requires certain professional engineering services to assist the County in third party reviews of land development applications and requests for mining/ reclamation, manufacturing and other activities related to the phosphate industry; and

**WHEREAS**, the County has solicited for these services via RFP 25-294, an advertised request for proposals (the "RFP"), and has received one proposal 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 Exhibit A (i) the County's Request for Proposals RFP 25-294, to include all attachments and addenda, and (ii) the Consultant's responsive proposal thereto (collectively, Exhibit A (i) and (ii) are "RFP 25-294") 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 Work Authorization ("WA") and all provisions of this Agreement apply to the WA with full force and effect as if appearing in full within each WA. Each WA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages (if applicable) and completion date, and shall become effective upon the due execution.

2.2 The Consultant is not authorized to undertake any project without a duly executed WA and purchase order, 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 WA where the term of the WA 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 WA have been performed. Cancellation by the County of any remaining work prior to the full completion of the requirements of the WA shall cause the terms of the MCA to terminate at the same time. This provision only applies when the expiration of the WA extends beyond the expiration of the MCA. It does not apply when a WA 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 Work Authorizations 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 Work Authorization.

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 Fee Schedule. 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.

3.1.5 Invoices must reference the applicable Work Authorization number, using an invoice form approved by the County Auditor.

3.1.6 Work Authorizations: The County will issue a Work Authorization to the Consultant stating the specific scope of services, time schedule, and negotiated compensation (either a lump-sum or a not-to-exceed amount) based on the Consultant's hourly rates set forth in Exhibit "B" (the "Fee Schedule") attached hereto and incorporated herein by reference. All provisions of this Agreement shall apply to any Work Authorization issued hereunder with full force and effect. Each Work Authorization shall become effective upon due execution and issuance of a purchase order. Work Authorizations greater than \$100,000 must be approved by the County Manager or designee prior to a purchase order being issued for the services. These Work Authorizations must also include a history of cumulative spend for all prior work authorizations executed under this Agreement.

3.1.7 The Consultant shall invoice the County monthly for the Project Services rendered as outlined in Exhibit "A". All such invoices shall be based upon the

percentage of work completed for each Task/Milestone Item, as set forth on the Work Authorization, for the preceding month. Each invoice shall include a description of work performed or milestone achieved. No invoices shall be issued or paid for services that have not been performed.

3.1.8 The Consultant acknowledges and agrees that the Fee Schedule shown on Exhibit "B" identifies all Consultant job classifications which will perform billable services pursuant to this Agreement, and the fee for each job classification, along with all equipment, materials, and supplies necessary in the performance of the Services. The County shall not be obligated to pay the Consultant (i) for any Services performed by individuals whose job classifications are not listed on the Fee Schedule, or (ii) for the cost of any equipment, material, or supplies not listed on the Fee Schedule that the Consultant may use in performing the Services.

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

Polk County Land Development  
330 West Church Street  
Bartow, FL 33813

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

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

3.1.12 Pursuant to Section 3.1.3, if a not to exceed fee is negotiated for any Work Authorization for additional related services, 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 Work Authorization. Additional documentation may be requested by the County and, if so requested, shall be furnished by the Consultant to the County Auditor's satisfaction.

3.1.13 By its submission of an invoice, the Consultant's project manager or designated payroll officer shall be deemed to be attesting to the correctness and accuracy of all fees, time charges and requested reimbursements stated in such invoice.

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

### 3.2 Reimbursable Expenses

3.2.1 When a not to exceed price is negotiated for a Work Authorization, all Consultant requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall be reimbursed per the County's Reimbursable Schedule that is attached hereto as Exhibit "C" and made a part of this Agreement. The Consultant's request for payment shall include copies of paid receipts, invoices or other documentation acceptable to the County Auditor. To qualify for reimbursement, the Consultant's documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Services performed in accordance with this Agreement.

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

Overnight Deliveries  
Reproduction  
Sub-Consultant

3.2.3 Mileage and associated travel costs shall be reimbursed in accordance with Section 112.061, Florida Statutes, and County policy for pre-approved out-of-county travel.

3.2.4 All assets, i.e. durable goods, purchased as reimbursable expenses

become the property of the County upon completion of any work for which the asset was utilized. All such assets must be surrendered by delivery to the Land Development Division immediately upon demand following the expiration or earlier termination of the Agreement., or (iii) the conclusion of the applicable Project, whichever occurs first.

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

3.2.6 No Reimbursable Expenses shall be permitted or paid for the Consultant's performance of the Project Services or for any Work Authorizations negotiated as a lump-sum payment.

#### 4.0 **Insurance**

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

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

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

4.5 Performance, Payment and Other Bonds. Consultant shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the WA for the project.

4.6 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) 534-7527  
EMAIL: [RMLO@POLK-COUNTY.NET](mailto:RMLO@POLK-COUNTY.NET)**

#### **10.0 Compliance with Laws**

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

#### **11.0 Subcontracting**

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

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

relieve 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 W. Church Street, Bartow, FL 33830  
Attention: Division Director

As to Consultant: Gurr Professional Services, Inc.  
135 Van Fleet Court  
Auburndale, FL 33823

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 Consultant: Gurr Professional Services, Inc.  
135 Van Fleet Court  
Auburndale, FL 33823

As to County: Polk County Land Development Division  
330 W. Church Street, Bartow, FL 33830  
Attention: Division Director

**30.0 Contract Administration**

30.1 Services of Consultant shall be under the general direction of the Land Development Representative, 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: T.M. Gurr

Name: Annette P. Gurr

Name: D.H. Saxena

Name: Timothy C. Gurr

Name: David M. Gurr

### **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 Work Authorization 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: \_\_\_\_\_  
T.R. Wilson, Chairman  
Board of County Commissioners

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

Review as to form and legal sufficiency

Vachon 7/22/25  
County Attorney's Office Date

**ATTEST:**

Gurr Professional Services, Inc.  
a Florida Profit Corporation

By: Annette P. Gurr  
Corporate Secretary

By: Theodore M. Gurr

Annette P. Gurr  
[Print Name]

Theodore M. Gurr  
[Print Name]

DATE: 7/23/2025

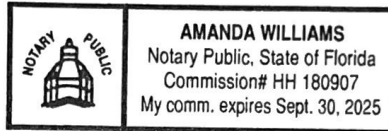
Vice President  
[Title]

DATE: 7/23/2025



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 23rd July 2025 (Date) by Theodore Gurr (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  
FL Drivers License 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 23rd July 2025 (Date) Amanda Williams (Name  
 of Notary typed, printed or stamped)  
 Commission Number \_\_\_\_\_ Commission Expiration Date Sept. 30, 2025





## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

**SOLICITATION NO.:** RFP 25-294 3rd Party Review of Phosphate Land Development Applications

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: Gurr Professional Services, Inc.

Signature: T. M. Gurr

Title: Vice President

Date: July 23, 2025

State of: Florida

County of: Polk

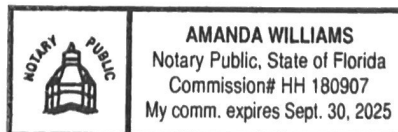
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23<sup>rd</sup> day of July, 2025 by Theodore M. Gurr (name) as Vice President (title of officer) of Gurr Professional Services (entity name), on behalf of the company, who ☐ is personally known to me or ☒ has produced FL Driver's License as identification.

Notary Public Signature: Amanda Williams

Printed Name of Notary Public: Amanda Williams

Notary Commission Number and Expiration: 9-30-25

(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 Annette P. Gurr, 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.

Gurr Professional Services, Inc.  
**NONGOVERNMENTAL ENTITY**

Annette P. Gurr  
**SIGNATURE**

Annette P. Gurr  
**PRINT NAME**

President  
**TITLE**

7/23/2025  
**DATE**

## RFP NOTICE

Polk County, a political subdivision of the State of Florida, requests the submittal proposals from vendors that are interested in providing professional services of several qualified engineers and consultant teams to work under a continuing services agreement 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:** 25-294, 3<sup>rd</sup> Party Review of Phosphate Land Development Applications

**Description:** The purpose of this Request for Proposals is to assist the County in third party reviews of land development applications and requests for mining/ reclamation, manufacturing and other activities related to the phosphate industry.

**Receiving Period:** Prior to 2:00 p.m., Wednesday, April 9, 2025

**Bid Opening:** Wednesday, April 9, 2025 at 2:00 p.m. or as soon as possible thereafter.

**Special Instructions:** To obtain a copy of Ordinance 88-19 please visit the following FTP site: <https://ftp3.polk-county.net>, you will be prompted for a User ID and Password. The User ID is *procurevendor* and the password is *solicitation*. After you have logged in to the FTP site, double click on the file folder "**RFP 25-294, RFP Attachments**", select "Open" or "Save As" to download the proposal documents. If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at [tabathashirah@polk-county.net](mailto:tabathashirah@polk-county.net).

**Questions** regarding this RFP must be in writing and must be sent to Tabatha Shirah, Procurement Analyst, via email at [tabathashirah@polk-county.net](mailto:tabathashirah@polk-county.net) or via fax at (863) 534-6789. All questions must be received by, Wednesday, March 26, 2025, 4:00 p.m.

## RFP REGISTRATION

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

**RFP Number:** 25-294

**RFP Title:** 3<sup>rd</sup> Party Review of Phosphate Land Development Applications

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

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

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

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

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

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

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

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

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

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

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

## PROPOSAL SUBMITTAL INSTRUCTIONS

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

### **Sealed Parcel Submittal:**

If you are submitting a sealed parcel proposal submit one (1) original marked ORIGINAL and five (5) copies marked COPY of the proposal in a sealed parcel to the Procurement Division. The parcel should be labeled “RFP #25-294, 3<sup>rd</sup> Party Review of Phosphate Land Development Applications” 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	
<b>RFP Number</b>	25-294
<b>RFP Title</b>	3 <sup>rd</sup> Party Review of Phosphate Land Development Applications
<b>Due Date/Time:</b>	April 9, 2025, prior to 2:00 pm
<b>Submitted by:</b>	
<b>Deliver To:</b>	Polk County Procurement Division 330 West Church Street, Room 150, Bartow, Florida 33830

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

***Electronic Proposals Submittal:***

All prospective Proposers that are interested in submitting their proposals electronically can do so via the County's secure electronic submittal website, Kiteworks. Proposers must email [tabathashirah@polk-county.net](mailto: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 25-294 Tab 1"

"RFP 25-294 Tab 2"

"RFP 25-294 Tab 3"

"RFP 25-294 Tab 4"

"RFP 25-294 Tab 5"

"RFP 25-294 Tab 6"

"RFP 25-294 Tab 7"

For more instructions, a video tutorial has been produced to further explain the electronic solicitation submittal process. It can be found by clicking here for RFP Submittals: [https://youtu.be/vkn\\_7AHgioE](https://youtu.be/vkn_7AHgioE). If you need assistance accessing this website due to ADA or any other reason, please email Tabatha Shirah at [tabathashirah@polk-county.net](mailto: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 25-294**

**3<sup>RD</sup> PARTY REVIEW OF PHOSPHATE LAND DEVELOPMENT APPLICATIONS**

Sealed proposals will be received in the Procurement Division, **Wednesday, April 9, 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 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](mailto:tabathashirah@polk-county.net) or via fax at (863) 534-6789. All questions must be received by March 26, 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 Bid that the County may issue in the future.

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

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

## **INTRODUCTION**

Polk County, a political subdivision of the State of Florida seeks professional engineering services for 3<sup>rd</sup> Party Review of Phosphate Land Development Applications as further defined in the Scope of Services below.

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

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

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

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

## **BACKGROUND, PURPOSE AND SCOPE**

### **Background & Purpose:**

The purpose of this Request for Proposals (RFP) is to assist the County in third party reviews of land development applications and requests for mining/reclamation, manufacturing and other activities related to the phosphate industry. The mining and manufacturing industry involving phosphate requires specialized engineering expertise (geotechnical and/or civil) in areas that are regulated by the County's Phosphate Mining Ordinance ("Ord. 88-19"), the Comprehensive Plan, and the Land Development Code.



Ordinance 88-19 can be found on the FTP Site and Comprehensive Plan/Land Development Code can be found on the County's website at: [Polk County, FL | Municode Library](#).

The awarded consultant(s) will be asked to review one or more of these applications based on the referenced regulations. Reviews may include Level 2 Reviews (engineering site plan reviews), Operating Permit reviews, Level 3 or 4 Conditional Use Reviews (or modifications thereof), annual reports, Comprehensive Plan map or text amendments, or Land Development Code district or text amendments.

### **Polk County Phosphate History**

In accordance with the Florida Industrial and Phosphate Institute Research ("FIPIR") website, "phosphorus (P) is required by every living plant and animal cell. Phosphorus is one of the primary nutrients essential for plant growth and crop production. However, phosphorus is a non-renewable resource that must be mined and cannot be artificially produced.

The County lies within the Bone Valley, a fossil formation rich in phosphate mineral. The mineral was first found in the in the Peace River and active mining within Polk County began in the 1890s. Phosphate mining and associated activities continue to have a significant economic impact to the County.

### **SCOPE OF SERVICES**

The scope of services shall include, but not be limited to, reviewing applications related to the phosphate industry. This will require knowledge of Polk County Ordinance 88-19, the Comprehensive Plan and the Land Development code and supporting documents. The contract with the selected consultant(s) shall be ten (10) years. The following are the tasks of this scope.

#### **1.0 Project Management**

The Land Development Division (LDD) will assign tasks to the consultant(s) based on the type of reviews listed in Chapter 9 of the Land Development Code, Ord. 88-19, and the skills of the consultants chosen. A staff member will serve as the Contract Manager that will be the liaison with the Consultants' Project Manager along with the LDD Director.

#### **2.0 Responsibility of the Consultant**

The responsibility of the Consultant will be further specified following the submission of the technical proposal by the consultant(s). At a minimum, the skills and knowledge will include the following:

- Develop written and graphic materials including presentations, if needed, to inform the Board of County Commissioners, County staff and the public regarding the Consultant's evaluation and recommendations regarding said applications.

Recommendations may include specific permit conditions. Presentations to citizens and organizations may also be necessary.

- Present expert testimony during public hearings and judicial proceedings regarding review of applications and supporting technical documents for compliance with Federal, State, and Local requirements.
- Conduct detailed analysis of data presented in the following areas of review:
  - Ecological and environmental
  - Phosphatic clays and sand-clay mix techniques
  - Manufacturing/processing, gypsum stacks, mining/reclamation operation
  - Air, Wetlands and Floodplains, Surface and ground water, and radon emissions
  - Vegetation and Wildlife
  - Historical and Archaeological
  - Geology, Hydrogeology, Hydrology
  - Soils, Agriculture, Agronomy
  - Employment and Economic Characteristics
  - Water Supply
  - Beneficiation Plant
  - Transportation

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

## **AGREEMENT**

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

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

(Maximum of four (4) pages)

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

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

- Identify a minimum of three (3) and a maximum of five (5) projects that demonstrates your firm's experience within the past ten (10) years as the prime proposer which best illustrate the experience of the firm and current staff as related to the desired services. At least three (3) of the projects identified should be projects performed for phosphate industry. (Maximum of one (1) page only per project).
  - For each project please provide:
    - a) Name and location of the project;
    - b) Size and cost of the project;
    - c) Project representative name, address, phone number, and email address
    - d) Date project was completed or is anticipated to be completed, if completed provide the actual completion date;
    - e) The nature of the firm's responsibility on the project;
    - f) List of change orders, including dollar amount, which were the result of unforeseen circumstances or design errors/oversights; and
    - g) List of any time extensions created by item f above.
- Provide an organizational chart of the team highlighting the key individuals who will work on this contract.

- Provide brief resumes of the firm's key personnel to be assigned to the master service agreement including, but not limited to, the items in the list below (One (1) page maximum per resume):
  - a) Name and current position held by the person
  - b) Name, title and project assignment
  - c) Experience:
    - 1) Types of projects.
    - 2) Size of projects (dollar value of project).
    - 3) What were their specific project involvements?
- Identify any sub-consultants that may be involved throughout the duration of the agreement. For each sub consultant identified please provide the following:
  - A brief description of their experience outlining their qualifications to perform the intended services
  - A brief resume for each key personnel that will be assigned to perform the intended services

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

- There will be a maximum of five (5) points allocated for this Tab. If the Proposer is a Polk County Entity then five (5) points will be allocated. If the Proposer is not a Polk County Entity but is utilizing one or more sub-consultants that are a Polk County Entity to assist in performing the scope of work then the Proposal will be allocated one (1) point for each sub-consultant which is a Polk County Entity up to a maximum of five (5) points. The Polk County Entity sub-consultant(s) must have been identified under Tab 3, Experience, Expertise, Personnel and Technical Resources in order to qualify for point allocation.
- Provide documentation of the Proposers' or sub-consultant's headquarters and local offices, if any, and the amount of time the firm has been located at each such local office. Please also indicate the number of employees at the local office.
- Proposers or sub-consultants will be allocated points if they meet the following Polk County Government definition of Polk County Entity.
  - The term “Polk County Entity” means any business having a physical location within the boundaries of Polk County, Florida, at which employees are located and business activity is managed and controlled on a day to day basis. Additionally, the business must have been located within the boundaries of Polk County for a minimum of 12 months prior to the date the applicable solicitation is issued. This requirement may be evidenced through a recorded deed, an executed lease agreement, or other form of written documentation acceptable to the County. The County shall have the right, but not the obligation, to verify the foregoing requirements.
- In the event a Proposer lists one or more sub-consultants in Tab 4 which is a Polk County Entity and receives point(s) as a result, and after the Proposer is awarded the project, if successful, it is determined that the listed sub-consultant

does not assist in the performance of the scope of work (and is not replaced with an alternative sub-consultant which is a Polk County Entity), then the Proposer acknowledges and agrees that it may be suspended or debarred by the Procurement Director for failure to comply with the conditions, specifications or terms of a proposal or contract with the County or for committing a fraud or misrepresentation in connection with a proposal or contract with the County, in accordance with the Polk County Purchasing Ordinance and Procedures Manual.

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

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

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

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

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

- Provide documentation supporting the specialized qualifications of the proposed staff in terms of meeting this scope of service. Qualifications should highlight experience with regulatory agencies, identifying specific agencies and the items being addressed, including construction permitting, water use permitting, consent orders, consultation, governing regulations; and other related activities. Describe the firm's ability to work with 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 SFWMD, SWFWMD, SJRWMD, FDEP and Polk County Health Department, if applicable. (Limit response to one (1) page)

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

- Provide reference surveys from past clients for the projects identified under Tab 3.
- Completed surveys. (See Exhibit 1) Procurement will take the average of all surveys and score as follows:
  - Average Score between 9-10 (10 Points)
  - Average Score between 7-8 (8 Points)
  - Average Score between 5-6 (6 Points)
  - Average Score between 3-4 (4 Points)
  - Average Score between 1-2 (2 Points)
  - Average Score of 0 (0 Points)

**BID OPENING**

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

**Selection Process**

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

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

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

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

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

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

**Elevation Level 2 (Scoring)**

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

**Subtotal Points: 20 points**

by the process stated under each corresponding Tab description as set forth on Pages 10-12.

- Each Selection Committee member shall score each Proposal on the following evaluation criteria:
  - Approach to the Project (Tab 2) 35 points
  - Experience, Expertise, Personnel and Technical Resources (Tab 3) 40 points
  - Interaction w/ County & Regulatory Agencies (Tab 6) 5 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 \$25,000 without the permission of the County. In the event of any failure by the firm to comply with the provisions; the County may, at its option, on notice to the firm suspend the project for cause until there is full compliance. Alternatively, the County may purchase such insurance at the firm's expense, provided that the County shall have no obligation to do so and if the County shall do so, the firm shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

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

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

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

Premises and Operations and Products/Completed Operations;

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

Independent Contractors; Policy must include Separation of Insureds Clause.

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

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

## **INDEMNIFICATION**

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

## **PUBLIC ENTITY CRIMES STATEMENT**

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 bidding on any future proposals for work, goods, or services for the County.

## **DRUG FREE WORKPLACE**

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

## **APPLICABLE LAWS AND COURTS**

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

## **CONTRACTUAL MATTERS**

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

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

## **PROPOSAL ACCEPTANCE PERIOD**

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

## **ADDITION/DELETION**

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

## **PROPRIETARY INFORMATION**

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

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

## **REVIEW OF PROPOSAL FILES**

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

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

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

A copy of the protest procedures may be obtained from the Polk County Procurement Division or can be downloaded from the County's website at <https://www.polk-county.net/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 contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

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



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

### **LIMITATIONS**

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

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

**Prohibition Against Considering Vendor Interests:** In accordance with Section 287.05701, Florida Statutes, the County may not (i) request documentation of or consider a Vendor's social, political, or ideological interests when determining if the Vendor is a responsible vendor; or (ii) give preference to a Vendor based on the Vendor'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 Vendor hereby certifies to the County that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the County with respect to this Agreement.
- ii. Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the County as follows:

- a) the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
    - b) the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
    - c) the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
    - d) the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the County concerning the subject of this Agreement.
  - iii. The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the County regarding the foregoing matters.
- B. Termination. In addition to any other termination rights stated herein, the County may immediately terminate this Agreement upon the occurrence of any of the following events:
- i. The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
  - ii. The Vendor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

## Proposers Incorporation Information

(Submittal Page)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Type of Organization (select one type)

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

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

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

## **EXHIBIT 1**

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

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

#### **Sending the Survey**

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

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

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

CLIENT NAME	Name of the company that the work was performed for (i.e. Hillsborough County).
FIRST NAME	First name of the person who will answer customer satisfaction questions.
LAST NAME	Last name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
EMAIL ADDRESS	Current email address for the reference.
PROJECT NAME	Name of the project (Professional Engineering Services for Hillsborough County), Etc.
COST OF SERVICES	Cost of services (\$100,000)
DATE COMPLETE	Date when the services were completed. (i.e. 1/31/2015)

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 25-294, 3rd Party Review of Phosphate Land Development Applications

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 Vendor being surveyed: \_\_\_\_\_  
 Cost of Services: Original Cost: \_\_\_\_\_ Ending Cost: \_\_\_\_\_  
 Contract Start Date: \_\_\_\_\_ Contract End Date: \_\_\_\_\_

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

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

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

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

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

## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: **RFP 25-294, 3rd Party Review of Phosphate Land**

### Development Applications

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.

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

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

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

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

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

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

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

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

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

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

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

(AFFIX NOTARY SEAL)



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

(Florida Statutes, Section 448.095)

PROJECT NAME: **RFP 25-294, 3rd Party Review of Phosphate Land Development**

**Applications**

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

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

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

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**ATTEST:**

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

**CONTRACTOR:**

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

April 10, 2025

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**  
**ADDENDUM #1**

**RFP 25-294, 3RD PARTY REVIEW OF PHOSPHATE LAND DEVELOPMENT APPLICATIONS**

---

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: Receiving date extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, April 16, 2025, prior to 2:00 p.m.

*Tabatha Shirah*

Tabatha Shirah  
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: \_\_\_\_\_

**Polk County**  
**Request for Proposal 25-294**  
**3<sup>rd</sup> Party Review of Phosphate Land**  
**Development Applications**

**Presented by:**  
**Gurr Professional Services, Inc.**  
**April 16, 2025**



**GURR PROFESSIONAL SERVICES, INC.**  
**ENGINEERS, GEOLOGISTS, AND ENVIRONMENTAL SCIENTISTS**

135 Van Fleet Court  
Auburndale, Florida 33823  
(863) 640-5800  
e-mail [Mike.Gurr@Gurr.US](mailto:Mike.Gurr@Gurr.US)

April 16, 2025

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

Attention: Ms. Fran McAskill, Procurement Director

Ladies and Gentlemen:

**Request for Proposal 25-294**  
**3<sup>rd</sup> Party Review of Phosphate Land**  
**Development Applications**

We are pleased to submit a response to the Request for Proposal 25-294. Attached are one original and five copies.

If you have any questions or need additional information, please do not hesitate to contact me at (863) 640-5800.

Very truly yours,

GURR PROFESSIONAL SERVICES, INC.

T. M. Gurr  
Vice President

TMG/apg

Attachments

## Proposers Incorporation Information

(Submittal Page)

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

Company Name: Gurr Professional Services, Inc.

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

TIN #: 59-3403242

Address: 135 Van Fleet Court

City: Auburndale,

State: FL

Zip Code: 33823

County: Polk

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

Contact Person: Annette P. Gurr

Phone Number: (863) 640-5801

Cell Phone Number: (863) 640-5801

Email Address: Annette.Gurr@Gurr.US

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: Florida

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

April 10, 2025

**POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**  
**ADDENDUM #1**

**RFP 25-294, 3RD PARTY REVIEW OF PHOSPHATE LAND DEVELOPMENT APPLICATIONS**

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: Receiving date extension.

The Proposal Receiving Date has been extended one (1) week. The revised Proposal Receiving Date is Wednesday, April 16, 2025, prior to 2:00 p.m.

*Tabatha Shirah*

Tabatha Shirah  
Procurement Analyst  
Procurement Division

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

Signature: T.M. Gurr

Printed Name: T.M. GURR

Title: Vice-President

Company: GURR PROFESSIONAL Services, Inc

## AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: RFP 25-294, 3rd Party Review of Phosphate Land

### Development Applications

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.

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

Company Name: Gurr Professional Services, Inc.

Signature: Annette P Gurr

Title: President

Date: 4/15/2025

State of: Florida

County of: Polk

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 15<sup>th</sup> day of April, 2025, by

Annette Phipps Gurr (name) as \_\_\_\_\_ (title of officer) of \_\_\_\_\_ (entity name), on behalf of the company, who ☐ is personally known to me or ☐ has produced FL-DL as identification.

Notary Public Signature: [Signature]

Printed Name of Notary Public: Dyna Paul

Notary Commission Number and Expiration: 03/24/2028

(AFFIX NOTARY SEAL)



DYNA PAUL  
Notary Public  
State of Florida  
Comm# HH507249  
Expires 3/24/2028

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

PROJECT NAME: **RFP 25-294, 3rd Party Review of Phosphate Land Development**

**Applications**

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

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

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

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

Executed this 8th day of April, 2025

**ATTEST:**

By: Annette P. Gurr  
PRINTED NAME: Annette P. Gurr  
Its: President

**CONTRACTOR:**

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



**Tab 1**

**Executive Summary**

## **Executive Summary**

Gurr Professional Services, Inc, (GPSI)  
135 Van Fleet Court  
Auburndale, Florida 33823  
863-640-5800  
[Mike.Gurr@Gurr.US](mailto:Mike.Gurr@Gurr.US)  
Date of Incorporation – 1996 – 29 Years  
Five full-time employees

GPSI and its employees have been providing engineering and consulting services to the Florida Mining and Processing industry since 1974. Expertise consists of engineers, geologists, and environmental scientists with expertise in engineering, geology, hydrology, geo-physics, geochemistry, soils, environmental studies, wetlands delineation, wildlife surveys, and environmental engineering. This staff of professionals has the ability to adequately assess and resolve mineral resource development and environmental permitting problems facing today's mining industry, and has performed numerous multi-disciplinary studies related to mining of industrial minerals, including resource evaluation, mine design, waste disposal planning, reclamation planning, environmental resource permitting, sinkhole investigations, surface and groundwater management, Phase I and Phase II investigations, site assessment and reclamation progress.

**2025 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P96000081171

**Entity Name:** GURR PROFESSIONAL SERVICES, INC.

**Current Principal Place of Business:**

135 VAN FLEET COURT  
AUBURNDALE, FL 33823

**Current Mailing Address:**

135 VAN FLEET COURT  
AUBURNDALE, FL 33823 US

**FEI Number:** 59-3403242

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

GURR, ANNETTE P  
135 VAN FLEET COURT  
AUBURNDALE, FL 33823 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

**SIGNATURE:**

Electronic Signature of Registered Agent

Date

**Officer/Director Detail :**

Title D  
Name GURR, ANNETTE P  
Address 135 VAN FLEET COURT  
City-State-Zip: AUBURNDALE FL 33823

Title P  
Name GURR, ANNETTE P  
Address 135 VAN FLEET COURT  
City-State-Zip: AUBURNDALE FL 33823

Title VP  
Name GURR, TIMOTHY C  
Address 135 VAN FLEET COURT  
City-State-Zip: AUBURNDALE FL 33823

Title VP  
Name GURR, THEODORE MSR  
Address 135 VAN FLEET COURT  
City-State-Zip: AUBURNDALE FL 33823

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

**SIGNATURE:** ANNETTE P GURR

**PRESIDENT**

**04/02/2025**

Electronic Signature of Signing Officer/Director Detail

Date



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of GURR PROFESSIONAL SERVICES, INC., a Florida corporation, filed on October 1, 1996, as shown by the records of this office.

The document number of this corporation is P96000081171.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capitol, this the  
First day of October, 1996



CR2EO22 (2-95)

*Sandra B. Northam*

Sandra B. Northam  
Secretary of State

ARTICLES OF INCORPORATION  
OF  
GURR PROFESSIONAL SERVICES, INC.

FILED  
95 OCT -1 PM 2:12  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ARTICLE I. NAME

The name of this corporation shall be GURR PROFESSIONAL SERVICES, INC.

ARTICLE II. COMMENCEMENT & DURATION

The commencement of this corporation's existence shall be at the time of the filing of these Articles Of Incorporation by the Florida Department of State. This corporation's duration shall be perpetual.

ARTICLE III. PURPOSE

This corporation is being organized for the purpose of engaging in the transaction of any and all business activities permitted under the laws of Florida and the United States Of America.

ARTICLE IV. CAPITAL STOCK

This corporation shall have the authority to issue 1,500 par value shares of common capital stock.

ARTICLE V. PREEMPTIVE RIGHTS

Every shareholder, upon the sale for cash by this corporation of any shares of new capital stock of the same kind, class, or series, as that which the shareholder already holds, shall have the preemptive right to purchase a pro rata share thereof (as nearly as may be done without the issuance of fractional shares) at the price at which such shares are offered to others.

ARTICLE VI. TRANSFER RESTRICTIONS

No shareholder shall have the right to sell, assign, pledge, encumber, transfer, or otherwise dispose of any shares of the capital stock of this corporation, without first offering such

Articles Of Incorporation Of GURR PROFESSIONAL SERVICES, INC.

shares for sale to this corporation at the net asset value thereof. Such offer shall be in writing, signed by the shareholder, sent by registered or certified mail to this corporation at its registered office address, and open for acceptance by this corporation for a period of fifteen days from the date of mailing. If this corporation fails or refuses, within such period, to make satisfactory arrangements for the purchase of such shares, the shareholder shall have the right to dispose of such shares without any further restrictions.

On the death of any shareholder, this corporation shall have the right to purchase any shares of the capital stock of this corporation owned by the shareholder immediately prior to the shareholder's death, on the terms set forth above, and this provision shall be binding upon the personal representative of the shareholder.

Each stock certificate issued by this corporation shall carry the following legend:

"These Shares Are Held Subject To Certain Transfer Restrictions Imposed By This Corporation's Articles Of Incorporation, A Copy Of Which Is On File At This Corporation's Principal Office."

#### ARTICLE VII. INITIAL BOARD OF DIRECTORS

The number of directors on this corporation's Initial Board Of Directors shall be one. The number of directors may be increased or decreased from time to time, as provided in this corporation's bylaws, but shall never be less than one.

The name and address of the individual who shall serve as member of the Initial Board Of Directors are:

ANNETTE P. GURR  
135 Van Fleet Court  
Auburndale, FL 33823.

#### ARTICLE VIII. INDEMNIFICATION

This corporation shall indemnify any officer, director, employee, or agent, and any former officer, director, employee, or agent, to the full extent permitted by law.

**ARTICLE IX. PRINCIPAL OFFICE & INITIAL REGISTERED OFFICE & AGENT**

The address of this corporation's principal office and the address of this corporation's initial registered office shall be: 135 Van Fleet Court, Auburndale, FL 33823.

The name of the individual who shall serve as this corporation's initial registered agent at that address is: ANNETTE P. GURR.

**ARTICLE X. INCORPORATORS**

The name and address of the individual who shall serve as this corporation's incorporator are:

ANNETTE P. GURR  
135 Van Fleet Court  
Auburndale, FL 33823.

**ARTICLE XI. AMENDMENT**

This corporation reserves the right to amend or repeal any provisions in these Articles Of Incorporation, or any amendments hereto. Any rights conferred upon the shareholders shall be subject to this reservation.


Annette P. Gurr  
ANNETTE P. GURR - Incorporator

I hereby accept my designation as registered agent and agree to serve as the registered agent of GURR PROFESSIONAL SERVICES, INC. I hereby state that I am familiar with and accept the duties and responsibilities as registered agent for GURR PROFESSIONAL SERVICES, INC.

Annette P. Gurr  
ANNETTE P. GURR - Registered Agent

State Of FLORIDA  
County Of POLK

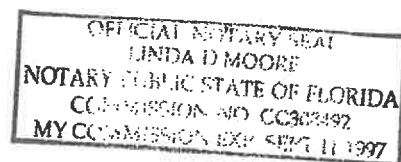
On September 27, 1996, ANNETTE P. GURR, designated above as the individual who shall serve as the corporation's initial registered agent and incorporator, who is personally known to me, personally appeared before me at the time of notarization, and, after being given the oath, acknowledged signing these Articles of Incorporation Of GURR PROFESSIONAL SERVICES, INC.

  
Notary Public  
~~LINDA D. MOORE~~  
LINDA D. MOORE

(Notary Public - Printed Or Typed Name)

Commission Expiration Date & Commission Number:

(SEAL)



FILED  
95 OCT -1 PM 2:12  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Articles Of Incorporation Of GURR PROFESSIONAL SERVICES, INC.



## THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS &amp; PROFESSIONAL REGULATION

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## LICENSEE DETAILS

2:47:02 PM 4/8/2025

## Licensee Information

Name:	<b>GURR PROFESSIONAL SERVICES, INC. (Primary Name)</b>
Main Address:	<b>135 VAN FLEET COURT AUBURNDALE Florida 33823</b>
County:	<b>POLK</b>

## License Information

License Type:	<b>Engineering Business Registry</b>
Rank:	<b>Registry</b>
License Number:	<b>28481</b>
Status:	<b>Current</b>
Licensure Date:	<b>04/01/2009</b>
Expires:	

Special  
Qualifications

## Qualification Effective

## Alternate Names

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2601 Blair Stone Road, Tallahassee FL 32399 :: Email: [Customer Contact Center](#) :: Customer Contact Center: 850.487.1395

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. \*Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our [Chapter 455](#) page to determine if you are affected by this change.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BOARD OF PROFESSIONAL GEOLOGISTS**  
THE PROFESSIONAL GEOLOGIST HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 492, FLORIDA STATUTES

**GURR, THEODORE MITCHEL**

GURR PROFESSIONAL SERVICES, INC.

135 VAN FLEET CT

AUBURNDALE FL 33823

**LICENSE NUMBER: PG231**

**EXPIRATION DATE: JULY 31, 2026**

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**ISSUED: 04/11/2025**

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES



**LICENSE NUMBER: PE42150**

**EXPIRATION DATE: FEBRUARY 28, 2027**

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**BOARD OF PROFESSIONAL ENGINEERS**

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE  
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

**SPECIAL INSPECTOR NUMBER: 1016**

**SAXENA, DHIRENDRA S.**

4797 MARITIME WATERS CT.  
LAND O' LAKES FL 34638

**LICENSE NUMBER: PE19387**

**EXPIRATION DATE: FEBRUARY 28, 2027**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2025

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).

<b>PRODUCER</b> GHG Insurance 1000 Riverside Ave., Suite 500 Jacksonville FL 32204	<b>CONTACT NAME:</b> Kim Miazga <b>PHONE</b> (A/C, No, Ext): 904-421-8600 <b>E-MAIL</b> ADDRESS: info@ghgins.com <b>FAX</b> (A/C, No): 904-421-8601
<b>INSURED</b> Gurr Professional Services Inc. 135 Van Fleet Court Auburndale FL 33823	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Underwriters at Lloyds London <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>GURRPRO-01</b>	<b>NAIC #</b> 15792

**COVERAGES****CERTIFICATE NUMBER:** 916678026**REVISION NUMBER:**

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		ENC000306207	1/30/2025	1/30/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		ENC000306207	1/30/2025	1/30/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional & Pollution Liab Claims Made			ENC000306207	1/30/2025	1/30/2026	Each Claim Aggregate \$1,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Retro Date - Professional &amp; Pollution 1/30/2019

Florida Department of Environmental Protection is an additional insured for general liability and automobile liability when required by written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Florida Dept of Environmental Protection  
Gail Stephens  
2600 Blair Stone Rd-Twin Twrs  
Tallahassee FL 32399-2400

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

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**Request for Taxpayer  
Identification Number and Certification**

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

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

**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.	<b>1</b> 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.) <b>Gurr Professional Services, Inc.</b>	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> 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) . . . . . <b>Note:</b> 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. <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  (Applies to accounts maintained outside the United States.)
	<b>3b</b> 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"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>135 Van Fleet Court</b>	Requester's name and address (optional)
<b>6</b> City, state, and ZIP code <b>Auburndale, FL 33823</b>		
<b>7</b> List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

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

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

<b>Social security number</b>								
			-			-		
or								
<b>Employer identification number</b>								
5	9	-	3	4	0	3	2	4

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person <i>Annette P. Gurr</i>
------------------	--

Date **4/8/2025**

**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](http://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

**Tab 2**

**Approach to the Project**

## **Approach to the Project**

The project will be managed by experienced personnel based on prior experience with similar Phosphate projects, which have previously been performed by Gurr Professional Services, Inc. (GPSI) for Polk County Development including phosphate mining, waste disposal, and reclamation activities; and phosphate chemical plants, including upset conditions, footprint designation, plant water circulation, gypsum stacking, wastewater recirculation and gypsum and water storage areas.

T. M. "Mike" Gurr has more than 40 years of experience in this field, initially employed by IMC as mines geologist, later as senior mines planner responsible for phosphate monthly production reconciliations and long-term resource reserves totalization. Mr. Gurr was also employed at Mobil Chemical Company in similar positions. Later he transitioned to a consultant to the industry as his resume illustrates. He has managed employees who have many diverse skills and expertise related to the phosphate industry. For instance, Sax Saxena was the first geotechnical engineer who was hired by IMC shortly after Mike Gurr was hired at the newly acquired Clear Springs Mine C/S. To evaluate the integrity of the waste clay settling area under construction at the newly acquired C/S mine, Mr. Sasena identified settling area dams under construction which were identified for core boring. Mr Gurr, a geologist, was assigned to core and log the waste clay areas under construction. Most of these dams under construction and some existing settling are dams were taken out of service. We have found that a limited number of senior skilled geologists and engineers provides the backbone of the experience and skills necessary to complete the phosphate-related projects.

GPSI employees have been providing engineering and consulting services to the Florida Mining and Processing industry since 1974. Expertise consists of engineers, geologists, and environmental scientists with expertise in engineering, geology, hydrology, geo-physics, geochemistry, soils, environmental studies, wetlands delineation, wildlife surveys, and environmental engineering. Our staff of professionals has the ability to adequately assess and resolve mineral resource development and environmental permitting problems facing today's mining industry, and has performed numerous multi-disciplinary studies related to mining of industrial minerals, including resource evaluation, mine design, waste disposal planning, reclamation planning, environmental resource permitting, sinkhole investigations, surface and groundwater management, Phase I and Phase II investigations, site assessment and reclamation progress.

T. M. Gurr, as project manager, will be responsible for all communications with the phosphate client representative and the applicant's consultant for the site and the Polk County staff. Mr. Gurr will assign tasks and provide budgets to each member of the project team. A weekly meeting will be held with all members of the team to discuss the project, including the tasks, deadlines, and budget projections/updates. Communications via telephone and/or email will be mandatory between weekly meetings to discuss any questions or issues to make sure that the project stays on schedule and budget.

The company's Quality Assurance and Quality Control plan will be utilized during the project. The standards of work product will be reviewed during the initial project team meeting.



The roles and responsibilities will be discussed at that time. Annette Gurr will coordinate the process. All documents, drawings, and other work product will be submitted for initial review. Engineering calculations for this project will be prepared by Mr. Saxena and reviewed by Timothy Gurr (both Professional Engineers), then forwarded to the project manager for review for completeness and accuracy. Any adjustments and/or corrections will be made and reviewed using the same process.

At the initial meeting with the applicant, the consultants, and Polk County, the various phases and scope of the project will be identified and expectations to be accomplished, including the process listed below.

- The applicant and its consultants will meet to discuss the proposed project scope, the proposed steps of the project to be accomplished and how the periodic reporting will be completed.
- The proposed schedule of accomplishments, reporting, and estimated time schedule will be presented, reviewed, and discussed.
- The phosphate applicant and its subcontractors will be responsible for reporting any variances to the schedule, and the plan immediately provided to Polk County and to GPSI for staying on schedule.
- As required field inspection of the site activities will be conducted.
- The proposed application will be reviewed for additional information needed, if applicable.
- The results of the review and analysis will be used to establish conditions that will be developed via an agreement by the applicant and Polk County.

An example detailing the project schedule is on the following page.

**MOSAIC GREEN BAY GYPSUM STACK  
POLK COUNTY LEVEL 2 REVIEW  
DEVELOPMENT APPLICATION FOR PHASE II EXTENSION - STAGE A AND STAGE B  
ESTIMATED SCHEDULE**

Task	Month											
	1			2			3			4		
Award of Contract												
Pre-application Meeting												
Site Visits												
First Technical and Sufficiency Review												
Technical and Sufficiency Review Comments												
Development Review Committee / Applicant Meeting ?												
Second Technical and Sufficiency Review <sup>1</sup>												
Sufficiency Review Comments												
Determine Sufficient												
Final Technical Evaluation of Application and Development of Conditions												
Summary Report of Findings												

Notes: <sup>1</sup> Assumes applicant will respond to comments within 30 days

**Figure 1. Estimated Schedule**

**Tab 3**

**Experience, Expertise, Personnel and  
Technical Resources**

### **Tab 3 Experience, Expertise, Personnel and Technical Resources.**

- **Third Party Review - New Wales Phase III Extension East Area Liner and Drain System Level 2 Review– LDNON-2021-13**

Mike Gurr, P.G. 231  
Vice President  
Gurr Professional Services, Inc, (GPSI)  
135 Van Fleet Court  
Auburndale, Florida 33823  
863-640-5800  
[Mike.Gurr@Gurr.US](mailto:Mike.Gurr@Gurr.US)

Project Representative:  
Chanda Bennett, AICP, CPM  
Comprehensive Planning Administrator  
Polk County Development  
Post Office Box 9005 | Drawer GM03  
330 West Church St  
Bartow, Florida 33813-9005  
P-863-534-6484 | F-863-534-6021  
[chandabennett@polk-county.net](mailto:chandabennett@polk-county.net)

Mosaic proposed to extend the existing lined Phosphogypsum stack at New Wales southward. Initially, Mosaic proposed to extend the stack southward all along the southern boundary of the existing stack for approximately 231 acres. However, after extensive geophysical and soil boring exploration activities, which discovered several potential ancient sinkholes/avens, it was decided to focus on the eastern 195-acre portion of the Phase III expansion area with a lined area of 121 acres. Project budget was increased from \$35,000 to \$49,499. Work was performed for Chanda Bennett Polk County Development and was completed on September 20, 2021

- **Third Party Consultant Review of the Level 2 Application for Reactivation of the Area 1 Extension of the Green Bay Gypsum Stack, Mosaic Fertilizer, LLC P.O. No. 23205386- LDNON-2020-235**

Mike Gurr, P.G. 231  
Vice President  
Gurr Professional Services, Inc, (GPSI)  
135 Van Fleet Court  
Auburndale, Florida 33823  
863-640-5800  
[Mike.Gurr@Gurr.US](mailto:Mike.Gurr@Gurr.US)

Project Representative:  
Chanda Bennett, AICP, CPM  
Comprehensive Planning Administrator  
Polk County Development  
Post Office Box 9005 | Drawer GM03  
330 West Church St  
Bartow, Florida 33813-9005  
P-863-534-6484 | F-863-534-6021  
[chandabennett@polk-county.net](mailto:chandabennett@polk-county.net)

Mosaic proposed to reactivate the 319-acre Green Bay lined North Phosphogypsum Stack, toe ditch and drain outlet Modifications. Project budget was \$35,000 and was completed within budget and on schedule, May 2021. Work was performed for Chanda Bennett Polk County Development.

- **Third Party Consultant For Review of the Level 2 Application for Construction of the Phase/Area 2 and 5 Expansion of the Green Bay Gypsum Stack, Mosaic Fertilizer, LLC- P.O. No. 23205386**

Mike Gurr, P.G. 231  
Vice President  
Gurr Professional Services, Inc, (GPSI)  
135 Van Fleet Court  
Auburndale, Florida 33823  
863-640-5800  
[Mike.Gurr@Gurr.US](mailto:Mike.Gurr@Gurr.US)

Project Representative:  
Chanda Bennett, AICP, CPM  
Comprehensive Planning Administrator  
Polk County Development  
Post Office Box 9005 | Drawer GM03  
330 West Church St  
Bartow, Florida 33813-9005  
P-863-534-6484 | F-863-534-6021  
[chandabennett@polk-county.net](mailto:chandabennett@polk-county.net)

Mosaic proposed to develop a stabilization plan for construction of the reactivation and expansion of the Green Bay gypsum disposal system. Project budget was \$35,000 for evaluation of the 400 acre Stage A Stack area and was completed under budget with \$2,500 remaining and on schedule. Work was performed for Chanda Bennett Polk County Development.

- **Third-Party Consultant for Review of the Level 2 Application Area SR-II-7 Stabilization Plan, Phase II Gypsum Stack Extension, Green, Mosaic Fertilizer, LLC, PO# 25103026 for AVS# 25-321**

Mike Gurr, P.G. 231  
Vice President  
Gurr Professional Services, Inc, (GPSI)  
135 Van Fleet Court  
Auburndale, Florida 33823  
863-640-5800  
[Mike.Gurr@Gurr.US](mailto:Mike.Gurr@Gurr.US)

Project Representative:  
Chanda Bennett, AICP, CPM  
Comprehensive Planning Administrator  
Polk County Development  
Post Office Box 9005 | Drawer GM03  
330 West Church St  
Bartow, Florida 33813-9005  
P-863-534-6484 | F-863-534-6021  
[chandabennett@polk-county.net](mailto:chandabennett@polk-county.net)

A seismic reflection survey was completed over the entire 800 acre Green Bay Phase II Extension area between September 2021 and November 2021. The objective of the seismic reflection survey was to assess subsurface conditions within the Green Bay Phase II Extension area. A few locations were identified as potential targets for confirmatory drilling. Exploratory piezometers were installed, indicating an area of lower water levels in one area. Grouting of the lower water table elevation area were plugged with grout and the water level was stabilized. Project budget was \$35,000, and work was completed in September 2024 under budget for \$32,500. Work was performed for Chanda Bennett Polk County Development.

- **Third-Party Consultant for Review of the Level 2 Application Area SR-II-7 Stabilization Plan, Phase II Gypsum Stack Extension, Green, Mosaic Fertilizer, LLC, PO# 25103026 for AVS# 25-321**

Mike Gurr, P.G. 231  
Vice President  
Gurr Professional Services, Inc, (GPSI)

Project Representative:  
Chanda Bennett, AICP, CPM  
Comprehensive Planning Administrator  
Polk County Development

135 Van Fleet Court  
Auburndale, Florida 33823  
863-640-5800  
[Mike.Gurr@Gurr.US](mailto:Mike.Gurr@Gurr.US)

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[chandabennett@polk-county.net](mailto:chandabennett@polk-county.net)

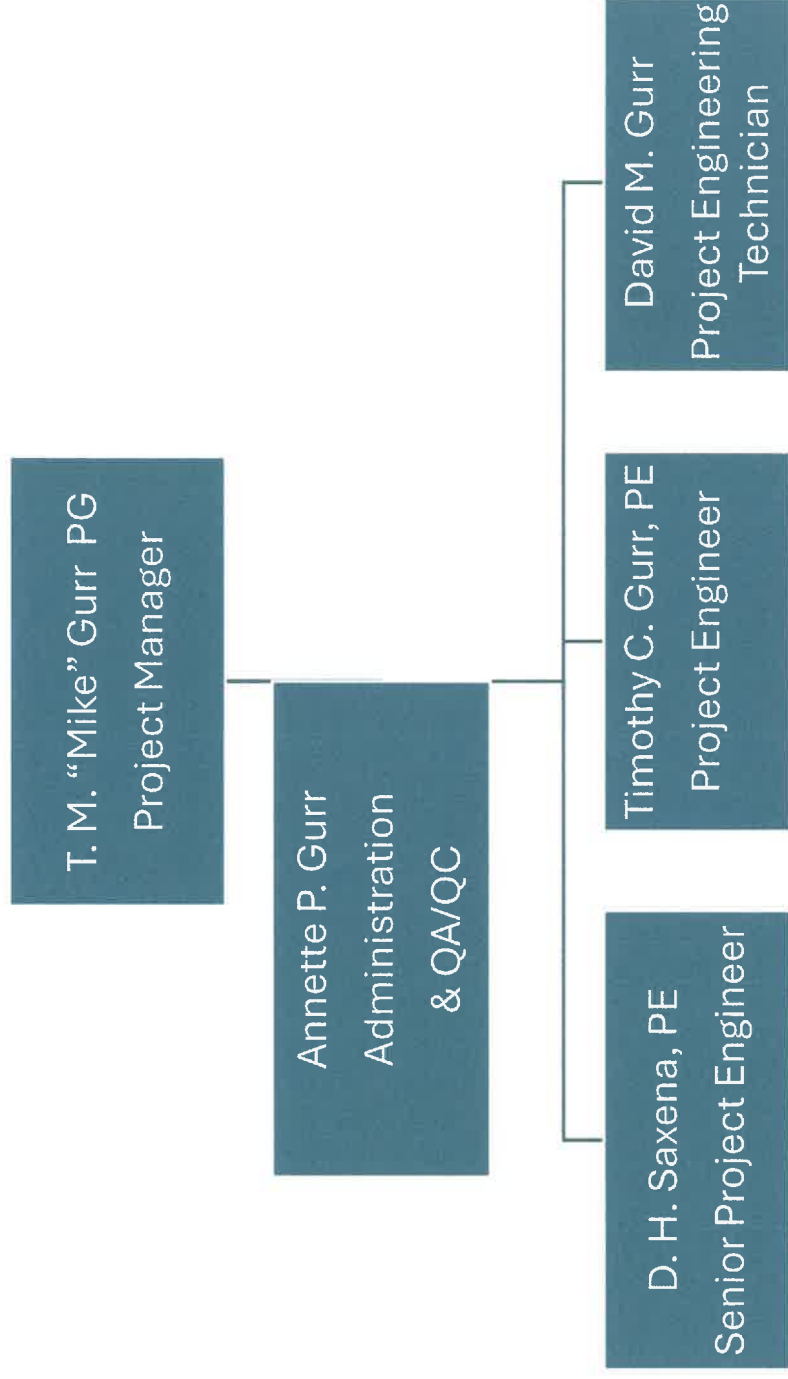
This Level 2 request is to authorize construction of the gypsum stack/associated infrastructure (grading, drainage, liner system) within Stage A and site preparation/utilization within a portion of Stage B, both sub-phases of Area/Phase II. Two sets of construction plans demonstrate the following:

- Installation of below grade foundation drainage system.
- Earthwork to prepare subgrade for liner installation.
- Installation of 60 mil HDPE liner system.
- Placement of 2-foot compacted gypsum layer atop liner system – gypsum to be obtained from existing gypsum stack located in Stage B.
- Installation of above liner stability drain system.

This application submittal also includes confirmation that ground improvement construction within Phase II/Stage A was completed.

This application is under evaluation, the initial review of the documents and plans and request for additional information has been submitted and Mosaic has submitted the initial response which is currently under review and is expected to be completed in the next few months. The project budget is \$35,000 and is expected to be completed on budget. Work was performed for Chanda Bennett Polk County Development.

**ORGANIZATIONAL CHART**  
**PHOSPHATE LAND DEVELOPMENT**  
**APPLICATION REVIEW**



# Resume T.M. "Mike" Gurr, P.G.

## TITLE: SENIOR HYDROGEOLOGIST/VICE-PRESIDENT

**INTRODUCTION:** Mike Gurr began his career in phosphate mining as a mine's geologist responsible for twice daily mine site inspection of the contact between base of the matrix and the contact between the top of the matrix and the overburden. Mrs Gurr began her career with Brewster Phosphates. After working for the mining industry directly the firm became consultants to the industry in permitting phosphate mines and chemical plants. Later the firm became involved in evaluating upset conditions representing Polk Co, Hardee County, Manatee County among others. Mr Gurr has been involved with designing, permitting, mitigation of upset condition at well over 25 phosphate mine, chemical plants, gypsum stack, etc.

## EDUCATION:

M. A., Geology, University of South Florida, 1972

B. A., Political Science & Economics, University of South Florida, 1967

Advanced Courses in Hazardous Waste/Materials Management, Environmental Permitting, Environmental Health and Safety, Modeling of Groundwater Movement and Contaminant Transport, Environmental Risk Auditing, Mine Resources Evaluation, and Real Estate.

38 Hour Army Corps of Engineers Wetland Delineation Training Program

16 Hour Florida Statewide (62-340 FAC) Wetland Delineation Training Program

Wetlands Assessment Procedure Training, SWFWMD

Gopher Tortoise Certification Training Programs 1A and 1B.

Water Quality Criteria – LID and BMPs Seminars

## REGISTRATIONS ACTIVE:

Certified Professional Geologist, A.I.P.G. No. 3310

Registered Professional Geologist, Florida No. 231

Mr. Gurr is a Licensed Water Well Contractor, Florida No. 9375

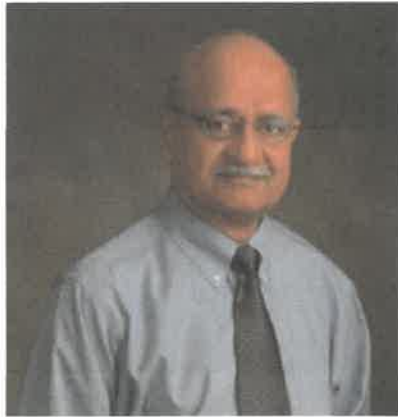
Gopher Tortoise Authorized Agent No. GTA-11-00071

## SELECTED EXPERIENCE:

- Investigation of sinkhole in gypsum stack located southeast of Mulberry Florida. Investigations included installing monitor wells at various depths, groundwater mapping of the various aquifer levels, groundwater sampling, contaminate plume mapping, and remedial actions. Subsurface investigation of sinkholes and plugging of solution cavities at phosphate mine in Polk County.
- Beker Phosphates Wingate Mine, Manatee County, 10,000 acres, 1974/78;
- Subsurface investigation of sinkholes and plugging of solution cavities at phosphate mine in Polk County.
- IMC Kingsford Hillsborough County DRI, 9,000 acres, 1973;
- CF Industries, Bonnie Chemical Plant, Gypsum Stack Sinkhole and groundwater Contamination Investigation, 1973;
- USSAC Chemical Plant and Gypsum Stack Expansion, 2000 acres, 1975/78;
- USSAC Chemical Plant, P-21 Gypsum Stack Groundwater Investigation, 1974/75;
- Estech Chemical Company, Chemical Plant Investigation of foundation failure caused by leachate from phosphoric acid production depositing gypsum under foundation, 1975/76 ;
- Gardinier, Chemical Plant and Gypsum Stack Expansion, 2000
- IMC Phosphates, New Wales Gypsum Stack Expansion, 500 acres, 1992;
- USSAC, Gypsum Stack Expansion, Phase I and Phase II, 1994;
- IMC Phosphates, New Wales Gypsum Stack Expansion, 500 acres, 1988/1990;
- IMC Phosphates, New Wales Leaking Cooling Pond and Plugging Recharge Wells, 1992;
- USSAC, Phase I and Phase II Gypsum Stack Expansion, 482 acres, 1993;
- IMC Phosphates, New Wales North Stack Sinkhole Investigation and Remedial Activities, 1994;
- IMC Phosphates, New Wales, NOPC Phase I and Phase II, 2001;
- Farmland, Green Bay Phase II Gypsum Stack Expansion, 319 acres of Gypsum and 275 acres of Settling/Polishing Ponds;
- Mosaic, New Wales Anomaly Under Phase I Stack Expansion, Investigation; Remedial Action Plans and Monitoring of Remediation Activities, 2004;
- Farmland/Mosaic Green Bay, Regional Storage Pond, 340.5 acres, 2005/2010;
- Mosaic, New Wales North Stack Anomaly, Identified Erosion Channel Development from Monitoring Data, 2013;
- Mosaic New Wales Application for Level 2 Review, New Wales Phase III Gypsum Stack Expansion, 2021;
- Mosaic Green Bay Application for Level 2 Review, Green Bay Phosphogypsum Stack Reactivation, 2020/2021;
- CFI Hardee Mine South Pasture Expansion, ADA/DRI, 2002/2012;
- Mosaic Green Bay Application for Level 2 Review, Green Bay Phosphogypsum Stack Reactivation 2020/2021;
- Mosaic New Wales Application for Level 2 Review, 2021;
- Mosaic New Wales Phase III Gypsum Stack Expansion, 2021;
- Mosaic Green Bay Phase II Extension, Stage A Stack, Area Liner Grading Plan/System & Foundation Drain, 2025;



# Dhirendra S. Saxena (Sax), M Eng., PE, SI, D FE., D GE., FORENSIC/GEOFORENSIC/GEO-TECHNICAL ENGINEERING CONSULTANT



## education

M. ENG. - MASTER OF CIVIL ENGINEERING  
TUNS (FKA NSTC), HALIFAX, CANADA, 1967-68

B.E. (HONORS)  
I.I.T. KHARAGPUR, INDIA, 1962

B.Sc. (Physics, Chemistry, mathematics)  
Allahabad University

## registrations

FL PE 19387  
GA PE 12838  
TN PE 8039  
MD PE 12225  
PREVIOUS REGISTRATIONS IN TEXAS,  
VIRGINIA, WASHINGTON DC, and  
ONTARIO (CANADA)  
NOVA SCOTIA (CANADA)  
NEW BRUNSWICK (CANADA)

## Certifications

FL SPECIAL INSPECTOR # 1016  
BOARD CERTIFIED DIPLOMATE FORENSIC ENGINEER  
BOARD CERTIFIED DIPLOMATE GEOTECH ENGINEER  
FEWA'S FORENSIC LITIGATION CONSULTANT (PREV.)

## years experience

55+ TOTAL

## associations

AMERICAN SOCIETY OF CIVIL ENGINEERS  
Deep Foundation Institute  
FLORIDA ENGINEERING SOCIETY  
GEO-INSTITUTE OF ASCE  
INTERNATIONAL SOCIETY OF SOIL MECHANICS AND  
GEOTECHNICAL ENGINEERING  
NATIONAL ACADEMY OF FORENSIC ENGRS  
NATIONAL SOCIETY OF PROF ENGRS  
FORENSIC EXPERT WITNESS ASSOCIATION

## personal interests

TRAVELING  
GOLFING

## Dhirendra S. Saxena (Sax), M. Eng. P.E., SI, C NE, D FE, D GE.

Obtained his M. Eng. in Civil Engineering 1967-68 from TUNS (formerly NSTC), Halifax, Canada; B. Tech (Hons.) in Civil Engineering 1962 from I.I.T. Kharagpur, India:

Sax is, or has been, a registered Professional Engineer in seven states. He is a board-certified diplomate in Forensic Engineering by NAFE (D FE) in Geo-technical Engineering (D GE) by AGP, and a previously certified Forensic Litigation Consultant (C FLC) by FEWA. He has authored, co-authored, presented, and published over 80 technical papers at local, state, national, and international conferences.

Spanning more than 50 years, Sax's forensic/geo-forensic/geotechnical engineering career has been extensive during which his assignments have ranged from a tidal power hydroelectric project study at the Bay of Fundy, Nova Scotia, to Churchill River Diversion Works in northern Manitoba in Canada, to Coca Cola complex in Portland, Oregon, to offshore drilling platforms in the Gulf of Mexico, to Turkey Point nuclear power plant in south Florida, to Disney World in Orlando, Florida, and to LNG/LPG project at Soyo Port, north of Luanda, Angola on the west coast of Africa.

Sax's Florida experience has included forensic/geo-forensic/geotechnical investigation/analysis for over 5,000 sites throughout Florida (from Pensacola to Key West). These services have been performed for a variety of clients ranging from Architects, Legal Professionals, Community Associations, Engineers, Insurance companies, Public Adjusters, mining companies and Property Managers.

## Types of Services have ranged from:

- Third Party Consultant on Gypsum Stacks
- Design of earthen dams utilizing overburden core and tailings shell. Performing stability analysis and consultation during construction.
- Consultation services related to dragline movement along their movement through mining terrain.
- Site Inspections, Assessment and Consultation
- Peer Review and Value Engineering
- Foundation and Soil Failure
- Vibration Damage assessment, monitoring with pre- and post- condition survey of existing buildings
- Determination of nature and extent of damage to structures from vibrations.
- Ground Modification/Improvement Methods
- Sinkhole Detection, Investigation, Stabilization
- Expert Witness and Testimony, Deposition, Trials

Sax has provided expert testimony at 120+ depositions and 10+ trials, hearings, and mediations. His clients have included architects, engineers, F DOT, insurance carriers, HOA's property managers, public adjusters, public entities, legal professionals, and an array of different disciplines.

## **Resume**

**TIMOTHY C. GURR, P.E.**

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**TITLE:** SENIOR ENGINEER

**EDUCATION:**

B.S., Engineering, University of South Florida, 1973  
M.S. Electrical Engineering, University of Minnesota, 1975  
MBA, University/College of St. Thomas, 1981

**REGISTRATIONS ACTIVE:**

Registered Professional Engineer, Florida No. 42150

**SELECTED EXPERIENCE:**

**ADA/DRI REVIEW OF SOILS, FLOOD HAZARD, SURFACE WATER, STORMWATER,  
UTILITIES IMPACTS AND REZONING**

- Review of numerous Phosphate and Commercial ADA/DRIs for soils, surface water, stormwater, and utilities impacts.

**HAZARDOUS WASTE MANAGEMENT/RISK EVALUATION**

- Contaminant Assessments at over 100 petroleum and hazardous waste spill sites in Florida.
- Design and implementation at over 100 petroleum and hazardous waste spill sites in Florida
- Implementation of remedial action and clean-up operations at numerous petroleum and hazardous chemical spill sites in Florida.

**EMPLOYMENT EXPERIENCE:**

***Sr. Engineer, Gurr Professional Services Inc., Auburndale, Florida; Environmental Consulting, Environmental Site Assessments, Environmental Permitting, ADA/DRI permit review and analysis, Surface and Groundwater Resources Investigations and Surface and Ground Water Modeling. 2006 to Current***

***Sr. Engineer, Integrated Environmental Solutions, Inc., Winter Haven, Florida; UST and environmental consulting and remediation services. 1998-2006***

***Senior Engineer, Gurr & Associates, Inc., Lakeland, Florida; - September 1983 to 1994. Senior engineer responsible for design review and practice consisting of offices in several locations in Florida. Developed both domestic and international clients. Operations were approximately \$20 million in sales when merged with Omega in November 1994; 1983-1994.***

## Resume Annette P. Gurr

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### **TITLE / EXPERTISE:**

PRESIDENT, CFO, Project Management, Document Editing, GIS, Financial / Economic Analysis, QA/QC

### **EDUCATION:**

M.B.A., Master's of Business Administration – Accounting Concentration, Saint Leo University, Saint Leo, Florida, 2014

GIS, University of South Florida, 2003

B.S., Business Administration, Accounting, University of South Florida, Tampa, Florida, 1993.

A.S., Administrative Sciences Hillsborough Community College, Tampa, Florida, 1983

### **PROFESSIONAL LICENSES:**

Florida Real Estate Sales Associate

Florida Agent – 0215 – Life, Variable, Annuity & Health Insurance

### **SELECTED EXPERIENCE:**

- More than 30 years experience in the preparation, data compilation, and document preparation / review / editing for environmental assessments / permitting for local government and regional planning authorities of Developments of Regional Impact and other major proposed developments in Central Florida.
- Cost accounting and economic impact analysis of proposed projects.
- Permitting projects include major power plant siting and construction, limestone mining facilities, phosphate mines new and expansion projects, gypsum waste storage facilities, and mixed commercial/residential developments.
- Review of the impacts of post reclamation economic impacts of mining projects.
- Geographical Information Systems training and experience in land development projects.
- Preparation of reimbursement applications for state funded petroleum site cleanups in various states.
- Major electrical power plant siting and construction,
- Limestone Mining Facilities,
- Mixed commercial/residential developments.
- Mixed commercial/residential developments
- Representative solid waste disposal facilities include  
Gardiner Riverview new gypsum stack expansion,  
USS Agri-Chemical Ft Meade gypsum stack expansion,  
IMC New Wales, gypsum stack expansion,  
Farmland, Green Bay gypsum stack expansion,  
Mosaic New Wales Phase II gypsum stack expansion mod  
Innovation Environmental Park Class I solid waste disposal facility,  
New Wales Phase III & IV gypsum stack expansion.
- New phosphate mine siting,  
Phosphate mining expansions,  
Gypsum waste storage facilities,  
Representative DRI Projects  
IMC Clear Springs Mine Expansion  
IMC Kingsford Mine Hillsborough Expansion  
USS Agri Chemical Plant Gypsum Stack Exp.  
Cargill South Fort Meade Mine Subs Dev.  
CFI Proposed South Pasture Expansion,  
FHLP Hickory Creek Mine Hardee County,  
FHLP Green Bay Gypsum Stack Expansion,

### **EMPLOYMENT EXPERIENCE:**

**Gurr Professional Services, Inc. / Gurr Consulting Services - President** –More than 20 years experience in the document preparation, job costing, data compilation, QA/QC, and document preparation / review / editing for environmental assessments for local government and regional planning authorities of DRI and other major proposed developments in Central Florida. 1996 to Present.

**Gurr & Associates, Inc., Vice President - Finance & Administration:** Responsible for approximately 120-140 employees. Managed a staff size of 16-20 employees. including accounts receivable, accounts payable, and payroll. Prepared budgets and pro forma financial statements. Prepared for financial statement audits and worked with auditors. Responsible for legal compliance, the administration of all insurance programs (e.g. general liability, pollution, omissions and errors, property, worker's compensation). Responsible for QA/QC for all projects. Responsible for selection and administration of employee benefit programs, including insurance and 401(k) plans. Developed employee policies and procedures and prepared employee handbook. Responsible for training of all administrative, accounting, and secretarial personnel. Developed compensation programs, 1983-1996.

## DAVID M. GURR

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### **TITLE:** SENIOR TECHNICIAN

### **EDUCATION:**

A.A., Liberal Arts, Polk State College – May 2013

B.S. Geology, University of South Florida, Second Semester Junior

B.S. Computer Science, Florida Polytechnic University, Graduation Expected May 2027

### **OTHER TRAINING/QUALIFICATIONS:**

- SSG, New York National Guard 27<sup>th</sup> Infantry Brigade Combat Team- 1.8 years
- SGT, 10<sup>th</sup> Mountain Division, Field Artillery Fort Polk , Active Duty – 3 years
- SGT, Florida Army National Guard, 2 BN, 116<sup>th</sup> Field Artillery, Bartow, Florida. 5.2 years
- Operation of auger drill rig for soil sampling and installation of shallow monitor wells.
- Collection of soil samples and conduct field screening of soils.
- Installation and sampling of shallow monitor wells and well pads.
- Surveying top of casing for monitor wells.
- Use of portable GIS for location of borings and other testing locations.
- Monitor Standard Penetration Testing sample collection and logging.

### **SELECTED EXPERIENCE:**

#### **Hydrogeological, Geotechnical, and Industrial Minerals Prospecting**

- Prepare geographical coordinates from aerial photographs, upload to hand held GIS instrument, locate and stake borings in field for prospecting and geotechnical investigations.
- Supervise/monitor drilling crews for prospecting and geotechnical investigations.
- Monitoring, logging, and sample collection for geotechnical investigations for mixed use residential developments on reclaimed phosphate lands.
- Monitoring, logging, and sample collection for prospecting investigations for several sand mine locations. In Florida.
- Monitoring, logging, and sample collection for geotechnical investigation for proposed Class I solid waste facility and assist in the hydrogeological testing of monitor wells.
- Conduct monitoring of wells. And percolation testing for stormwater retention ponds
- Performed grain-size distribution analysis of sand-tailings and overburden spoils.

#### **Phase I, Phase II, and LSSI Environmental Site Investigations**

- Collected soil and water samples and supervised installation of monitor wells at numerous petroleum contaminated sites in Florida.
- Assisted in the installation of numerous monitor wells for water table mapping and collection of soils and ground water samples for evaluation of contamination.
- Assisted in numerous Phase I site assessments in Florida.
- Soils sampling using hand auger method and monitor wells sampling of ground water at golf course site in Hardee County for Phase II Environmental Site Investigation.
- Soil and ground water sampling at numerous petroleum contaminated sites in west central Florida.

#### **Environmental Resource Permit Applications**

- Assisted in installation of monitor wells for water table mapping of wetland area for wetland mitigation plan using the Buck Rogers Auger Drill Rig in Hardee County.
- Assisted in wetlands jurisdictional mapping and staking of buffer areas for agricultural operations in Hardee County.
- Field investigation and mapping of farm fields, wetlands, ditches, and culverts for an AGSWIM application for an agricultural project Hardee County.
- Assisted in wetlands delineation of at golf course and agricultural site adjoining the Peace River in Hardee County Florida for a Phase II Environmental Site Investigation.

### **EMPLOYMENT EXPERIENCE:**

**Senior Technician, Gurr Professional Services, Inc.** – 2008 – to present (less active Army). Supervise the installation of shallow monitor wells, soil sampling, field screening, well casing surveying, ground water sampling, well development, well pad construction, well abandonment, data tabulation, and similar activities for Phase I, Phase II, LSSI, DRI site assessments and review of periodic data reporting . Supervise monitor well installation for wetlands mitigation project, wetlands mapping, wetlands buffer delineation, drainage mapping, and other field activities in support of permit applications for agricultural operations.

**Tab 4**

**Polk County Entity**

**POLK COUNTY LOCAL BUSINESS TAX APPLICATION FORM**

ACCOUNT NO. 127076

CLASS: B+

PAYMENT DUE BY: 09/30/2024

<b>OWNER NAME</b>		<b>LOCATION</b>	
ANNETTE GURR		135 VAN FLEET CT AUBURNDALE	
<b>BUSINESS NAME AND MAILING ADDRESS</b>		<b>CODE</b>	<b>ACTIVITY TYPE</b>
GURR PROFESSIONAL SERVICES, INC GURR PROFESSIONAL SERVICES, INC 135 VAN FLEET CT AUBURNDALE, FL 33823-2019		540190 540220	PROFESSIONAL ENGINEER PROFESSIONAL GEOLOGIST
<b>SIGN HERE</b>		Annette.Gurr@Gurr.US	
SIGNATURE INDICATES APPLICANT READ AND UNDERSTANDS THE APPLICATION FIDAVIT ON THE BACK OF THE FORM AND AFFIRMS THE INFORMATION PROVIDED IS TRUE AND CORRECT.		<b>AMOUNT DUE: 155.50</b>	

PAID - 3240855 04/08/2025 OPY

OLP 155.50 GURR PROFESSIONAL SERVICES, INC

**For Your Information: What You Need To Know About Tangible Personal Property**

Every individual or firm doing business and located in Polk County is also subject to the tangible personal property requirement.

An initial tangible personal property tax return is required to be filed with the Polk County Property Appraiser's Office by April 1st of the year after the business opens. The initial return is required if the business owns or leases any personal property, without regard to the value of that personal property. In subsequent years, however, no return is required unless the combined value of all business

**Tab 5**

**Certified Woman or Minority Business  
Enterprise**

**Certified Woman or Minority Business Enterprise**

Gurr Professional Services, Inc. is a woman-owned business, but it is **not** Certified Woman or Minority Business Enterprise.



**Tab 6**

**Interactions with County and  
Regulatory Agency Staff**

### **Interactions with County and Regulatory Agency Staff**

The GPSI staff has been involved in reviewing numerous Development of Regional Impact applications for the Central Florida Regional Planning Council, Hillsborough County, Hardee County, and Polk County for Mining, Chemical Plant expansions, gypsum stack expansions, gypsum stack repairs. These permitting projects are generally multi-discipline permitting activities involving land use mapping, soils surveys, soil strengths, water shed mapping, impacts of proposed development on storm water flow, vegetation surveys, and wetland delineations. Each of various aspects of the evaluation/identification for the project being developed or monitored during and after construction/operation involves coordination with many regulators.

In addition to phosphate projects, we provide services related to other types of projects including, but not limited to subdivisions, boat docks and boat ramps, Environmental Resource Permit (ERP), seawalls, water use, and wetlands. We interact with the various Water Management District agency staff related to approving and issuing the required permits.

We work with the Department of Environmental Protection and the Polk County Health Department for projects that involve the remediation of petroleum contamination and other contaminated sites.

The permitting process requires an understanding of the necessary components of each permit and effective communication with the agency staff throughout the entire process to reduce the time required by the agency to issue the permit. We maintain good working relationships with County and other state and local regulatory agencies.

**Tab 7**

**Surveys of Past Performance**

**Survey Questionnaire – Polk County**  
**RFP 25-294, 3rd Party Review of Phosphate Land Development Applications**

To: Chanda Bennett (Name of Person completing survey)  
Polk County (Name of Client Company/Consultant)  
 Phone Number: (863) 584-6484 Email: ChandaBennett@polk-county.net  
 Subject: Past Performance Survey of Similar work:  
 Project name: Mosaic New Wales Gypsum Stack Level 2  
 Name of Vendor being surveyed: Gurr Professional Services, Inc.  
 Cost of Services: Original Cost: \$35,000 Ending Cost: \$35,000 + 14,497  
 Contract Start Date: 1/20/21 Contract End Date: 9/22/21

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	8
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	9
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)	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)	8
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 Chanda Bennett  
 Signature of Evaluator: Chanda Bennett  
 Please fax or email the completed survey to: Mike Gurr @ Gurr.US

**Survey Questionnaire – Polk County**  
**RFP 25-294, 3rd Party Review of Phosphate Land Development Applications**

To: Chanda Bennett (Name of Person completing survey)  
Polk County (Name of Client Company/Consultant)  
 Phone Number: (863) 534-6484 Email: ChandaBennett@polk-county.net  
 Subject: Past Performance Survey of Similar work:  
 Project name: Mosaic Green Bay Phosphogypsum Stack Reactivation  
 Name of Vendor being surveyed: Gurr Professional Services, Inc.  
 Cost of Services: Original Cost: \$35,000 Ending Cost: \$35,000  
 Contract Start Date: 10/06/20 Contract End Date: 5/14/21

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	8
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	7
5	Close out process	(1-10)	7
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	8
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 Chanda Bennett

Signature of Evaluator: Chanda Bennett

Please fax or email the completed survey to: Mike.Gurr@Gurr.US

**Survey Questionnaire – Polk County**  
**RFP 25-294, 3rd Party Review of Phosphate Land Development Applications**

To: Chanda Bennett (Name of Person completing survey)  
Polk County (Name of Client Company/Consultant)  
 Phone Number: (863) 534-6484 Email: Chanda.Bennett@polk-county.net  
 Subject: Past Performance Survey of Similar work:  
 Project name: Mosaic Level 2 Green Bay Construction Phase/Area 2, 5  
 Name of Vendor being surveyed: Gurr Professional Services, Inc.  
 Cost of Services: Original Cost: \$35,000 Ending Cost: \$35,000  
 Contract Start Date: 1/5/21 Contract End Date: 5/27/21

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

NO	CRITERIA	UNIT	SCORE
1	Ability to manage cost	(1-10)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	8
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	9
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)	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)	8
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 Chanda Bennett  
 Signature of Evaluator: Chanda Bennett  
 Please fax or email the completed survey to: Mike.Gurr@Gurr.US



**Survey Questionnaire – Polk County**  
**RFP 25-294, 3rd Party Review of Phosphate Land Development Applications**

To: Chanda Bennett (Name of Person completing survey)  
Polk County (Name of Client Company/Consultant)  
 Phone Number: (863) 534-6484 Email: Chanda.Bennett@polk-county.net

Subject: Past Performance Survey of Similar work:

Project name: Mosaic Green Bay Gypsum Stack Expansion Level 2

Name of Vendor being surveyed: Gurr Professional Services, Inc.

Cost of Services: Original Cost: \$35,000 Ending Cost: \$32,500

Contract Start Date: 8/16/2023 Contract End Date: 09/24/2024

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)	10
2	Ability to maintain project schedule (complete on-time/early)	(1-10)	8
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	9
7	Ability to resolve issues promptly	(1-10)	10
8	Ability to follow protocol	(1-10)	10
9	Ability to maintain proper documentation	(1-10)	10
10	Appropriate application of technology	(1-10)	8
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 Chanda Bennett

Signature of Evaluator: Chanda Bennett

Please fax or email the completed survey to: MIKE. GURR @ GURR.US

**Survey Questionnaire – Polk County**  
**RFP 25-294, 3rd Party Review of Phosphate Land Development Applications**

To: Chanda Bennett (Name of Person completing survey)  
Polk County (Name of Client Company/Consultant)  
 Phone Number: (863) 534-6484 Email: ChandaBennett@polk-county.net  
 Subject: Past Performance Survey of Similar work:  
 Project name: Level 2 Review to Authorize Construction of Gypsum  
 Name of Vendor being surveyed: Gurr Professional Services, Inc. Stack  
 Cost of Services: Original Cost: \$35,000 Ending Cost: \$35,000  
 Contract Start Date: March 12, 2025 Contract End Date: estimated 6/30/25

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)	8
3	Quality of workmanship	(1-10)	9
4	Professionalism and ability to manage	(1-10)	9
5	Close out process	(1-10)	9
6	Ability to communicate with Client's staff	(1-10)	8
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)	8
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: Chanda Bennett  
 Signature of Evaluator: Chanda Bennett  
 Please fax or email the completed survey to: Mike.Gurr@Gurr.US





**EXHIBIT B**  
**Gurr Professional Services, Inc.**  
**STANDARD SCHEDULE OF CHARGES**

**Presented below is a summary of our charges on an hourly and unit basis**

<u>Category</u>	<u>Billing Rate Range</u>		<u>Units</u>
Office Support	\$ 60.00	\$ 100.00	per hour
Secretarial I/ Clerical / Admin Assist	\$ 75.00	\$ 125.00	per hour
Document Preparation- QA/QC	\$ 125.00	\$ 200.00	per hour
Field Support	\$ 80.00	\$ 125.00	per hour
Technician Draftsman-GIS	\$ 80.00	\$ 125.00	per hour
Engineer / Scientist	\$ 80.00	\$ 125.00	per hour
Staff Engineer / Scientist	\$ 90.00	\$ 140.00	
Project Engineer / Scientist / Hydrologist	\$ 90.00	\$ 150.00	per hour
Senior Project Engineer / Scientist / Hydrogeologist	\$ 100.00	\$ 160.00	per hour
Senior Engineer / Scientist / Hydrogeologist	\$ 125.00	\$ 170.00	per hour
Managing Engineer / Scientist / Hydrologist	\$ 125.00	\$ 180.00	per hour
Consultant / Associate	\$ 140.00	\$ 280.00	per hour
Senior Consultant / Associate	\$ 160.00	\$ 300.00	per hour
Managing Consultant / Associate	\$ 160.00	\$ 300.00	per hour
Expert Witness	\$ 160.00	\$ 300.00	per hour

**Fran McAskill**  
*Director*  
**Procurement Division**



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## **EXHIBIT C**

### **Board of County Commissioners**

#### **REIMBURSABLE COST SCHEDULE**

- |    |   |  |
|----|---|--|
| 1. | Subcontractor Services  | Actual Costs   |
| 2. | Special Consultants   | Actual costs   |
| 3. | Computer Services   | Non-reimbursable   |
| 4. | Travel Expenses   | In accordance with Chapter 112.061, F.S.;<br>and further defined in the Polk County Employee Handbook. |
| 5. | Postage, Fed Express, UPS   | Actual Costs   |
| 6. | Pre-approved Equipment<br>(includes purchase and rental of equipment used in project) | Actual Costs   |